BROTHERS ON THE RISE
CARWASH & VALET CENTRE

BUSINESS PLAN

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EXECUTIVE SUMMARY

The proposed business concept is comprised of starting and operating a carwash and valet services centre.

The name of the business is Brothers on the Rise Carwash & Valet Centre.

The potential market consists of a variety of vehicle owners, as well as car dealerships located in the area from which the business will ideally operate.

Financing to the amount of R300 000 is required to finance the purchasing of the required equipment, machinery and consumables for the business’ daily activities, the construction of the carwash, as well as to provide operational capital.

Brothers on the Rise Carwash & Valet Centre is a new business that seeks financing to enter the market.

The entrepreneur has already identified suitable premises for this venture, as well as having negotiated a renting agreement with the owner.

The intended premises are close to Church Street; which is one of the busiest streets in Bloemfontein, as well as being the favoured location of car dealerships.

The projected financial performance of this business over a five-year period is reflected in the graph below:

![Graph showing financial performance over five years]

Key personnel required in this business endeavour include people to wash and clean clients’ vehicles.
1. BUSINESS DESCRIPTION

The business, which will trade as Brothers on the Rise Carwash & Valet Centre, is registered as a close corporation; registration number 2011/043719/23.

The business has also obtained a Tax Clearance certificate. Please refer to the relevant Annexure for proof of registration and tax clearance.

The owner and sole shareholder is Mr Siyamvuyela Ntuli.

The preferable location for the business is at the parking area of Number 8 Building, Falk Street, Oranjesig, Bloemfontein (Free State Province).

The business will employ 4 people (excluding the owner) to wash and clean clients’ cars; and 2 additional people to help run the business over weekends.

The owner will perform the general management of the business, as well as customer care and handling any problems associated with dissatisfactory service.

Mr Ntuli has already started marketing the business as the letters of intent in the relevant Annexure will testify.

The business will wash, clean and polish all forms of motor vehicles from its carwash facilities.

The valet service will consist of a full carwash, full upholstery wash, seats and carpet wash, engine wash, degreaser, aluminium cleaner, stainless steel cleaner, tyre polish, vacuuming, dashboard polishing, car waxing, window bright polishing, tar removal and spot cleaning.

Brothers on the Rise Carwash & Valet Centre will operate from 7 am – 7 pm on weekdays, and 8 am to 7 pm on weekends.

The target market consists of all vehicle operators and owners that pass through, visit or are located in the area of Oranjesig (Bloemfontein).

The following is the business’ logo (designed by Mr Ntuli):
2. DEVELOPMENT IMPACT

The business is owned by 1 male youth and expects to employ 6 people from in the first year of business. Temporary staff will be hired in the busier months like December.

The business, at this stage; has no employment equity plan and skills development plan in place but such a plan will be drafted in future.

An employment equity plan will be drafted following the Department of Labour’s requirements.

The Department of Labour requires that an employment equity plan should cover the following topics:

- Objectives for every year;
- Affirmative action measures that will be implemented;
- Where black people, women and people with disabilities are not represented –
  - numerical goals to reach this;
  - timetables; and
  - strategies;
- Timetables for annual objectives;
- The duration of the plan (not shorter than a year or longer than 5 years);
- Procedures that will be used to monitor and evaluate the implementation of the plan;
- Ways to solve disputes about the plan; and
- People responsible for implementing the plan.

A skills development plan, adhering to the following steps, must be drafted:

- Step 1: Determining what skills are required in the business.
- Step 2: Identify if the employees have the necessary skills required.
- Step 3: Obtaining training for skills lacked by employees.

Brothers on the Rise Carwash & Valet Centre will support Black-empowered wholesalers for the supply of the required products and goods.
3. FINANCE REQUIRED

Brothers on the Rise Carwash & Valet Centre requires financing to the amount of R300 000. It is required in the form of a term loan of 60 months. If the financing is provided at an interest rate of 10%, the loan repayment will amount to R6 374 per month. The financing will be used to purchase the necessary equipment, machinery, consumables and to provide for operational capital. Please refer to the relevant Annexure for supporting quotations. No owner’s contribution is available. The required financing amount will be sought from relevant sources such as NYDA, banks, and financing institutions such FDC.

4. PAST OPERATING PERFORMANCE

The business is a new entity yet to start operating therefore has no past operating performance records.

5. S W O T

Strengths, weaknesses, opportunities, and threats applicable to Brothers on the Rise Carwash & Valet Centre are listed in the table below:

<table>
<thead>
<tr>
<th>STRENGTHS:</th>
<th>WEAKNESSES:</th>
</tr>
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<tbody>
<tr>
<td>The preferred premises are well suited for the business’ activities.</td>
<td>Financing is required for starting and operating the business.</td>
</tr>
<tr>
<td>Local clients can provide a large amount of repeat-business.</td>
<td>Bad weather causes a slump in demand.</td>
</tr>
<tr>
<td>The area in which the business will ideally be located has volumes of traffic.</td>
<td></td>
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<tr>
<td>Economies of scale are applicable to the raw materials used.</td>
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</tr>
<tr>
<td>The labour component of the business is not high.</td>
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<tr>
<td>The entrepreneur’s practical experience in business management.</td>
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</tr>
<tr>
<td><strong>OPPORTUNITIES:</strong></td>
<td><strong>THREATS:</strong></td>
</tr>
<tr>
<td>Extra services can be included in the service range or arrangements made with other service</td>
<td>Competitors in the area.</td>
</tr>
</tbody>
</table>
Brothers on the Rise Carwash & Valet Centre aims to capitalise on its strengths by:

- Obtaining financing to secure the preferred premises. After start-up the premises must be optimized to enhance growth by encouraging local clients to provide frequent repeat-business and positive word-of-mouth.
- Local car dealerships can provide steady, repeat-business as they often have their cars that are for sale, washed and given valet services. Mr Ntuli has already started visiting some of these car dealerships to promote the business and to obtain support.
- Promoting Brothers on the Rise Carwash & Valet Centre’s services with the help of signage and road-side markers will attract the attention of people and vehicles passing by.
- Purchasing required input materials, e.g. car shampoo, air freshener, etc. in bulk where possible to obtain volume discounts or other benefits offered on large purchases.
- Because the business will use efficient carwashing equipment and machinery, its staff component will not be very large which means that it will not pay high salary bills.
- Mr Ntuli has operated a carwash business before and therefore has the relevant management experience of such a type of business.

The company will attempt to reduce or eliminate weaknesses by:

- Obtaining the required financial assistance from a reputable financial institution. Should the owner not succeed in obtaining a loan, he can consider the help of investors.
- Attempting to increase business on rainy days by offering discounts on valet services, e.g. vacuuming or inside polishing and treatments.

Opportunities that exist can be optimized in the following ways:

- The income of the business can be expanded by offering additional services, e.g. tyre repair, or by recruiting other entrepreneurs to provide products or services from the premises in exchange for paying rent.
The entrepreneur hopes to obtain a contract from the government garage, whereby a large number of government vehicles can be cleaned by the business. Mr Ntuli has approached the government garage, who told him that he can apply to be listed as a supplier once the business is up and running. Please refer to the relevant Annexure for the documents provided by the government garage.

A large number and a variety of clients can be served from the business’ location. Potential clients include private vehicle owners, car dealerships, and taxis.

People are in the habit of supporting a carwash where they do not have to wait too long, get satisfactory service and where they do not have to pay too much. By satisfying every client in a timely manner, will result in a high amount of repeat-visitors to the business premises. Satisfied customers will also provide word-of-mouth promotion for the business.

Devising a rewards programme whereby loyal local clients can receive a free carwash or free service after a specified amount of carwashes. The owner can print “coupons” whereby every time a person’s car is washed, the coupon gets stamped or marked somehow.

If Brothers on the Rise Carwash & Valet Centre is successful, the owner envisions opening more branches. This will establish the business as a brand, and increase the sales potential. The owner can also consider franchising the business if it is successful.

The owner has already gained some awareness and support from local car dealerships, as the letters of intent he collected, bear witness.

The owner envisions expanding the business, after it has become very successful, to larger premises which will also be owned by the business instead of rented.

**The owner will eradicate or minimise threats in the following manner:**

By providing better service quality at better prices and higher speeds than the local competition, the owner believes that Brothers on the Rise Carwash & Valet Centre will beat them and capture their clients.

### 6. CRITICAL SUCCESS FACTORS

Critical success factors applicable to the key areas of the business are the following:

<table>
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<tr>
<th>KEY AREA</th>
<th>CRITICAL FACTORS</th>
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<tbody>
<tr>
<td>Marketing</td>
<td>High sales volumes will be critical to making profits.</td>
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<td></td>
<td>Brothers on the Rise Carwash &amp; Valet Centre must seek to obtain a critical mass of clients to ensure profitability.</td>
</tr>
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<td></td>
<td>Gross margins must be sound and impact favourably on the bottom-line.</td>
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<tr>
<td></td>
<td>The owner has already designed flyers and business cards (please refer to the relevant Annexure).</td>
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</table>
Production
Capacity utilisation will improve with the expansion of the services offered.
Quality standards are high and encourage repeat-business.
Wastage factors in terms of spoiled input materials are kept to a minimum to prevent loss.

Service Delivery
Capacity utilisation must be optimal.
The level of service exceeds customer expectations.
Delivery times in terms of finishing a carwash are fast.

Finances
No credit will be provided to customers.
The financials of this business will be well managed.
All the transactions will be tracked and an accounting firm will be obtained to help with the financial and tax management of the business.
The projected average gross profit margin of the business is 84.16% and the projected average net profit margin is 9.64%.

The likely effects if all or some of these areas of Brothers on the Rise Carwash & Valet Centre are not managed well include poor reputation, loss of current and prospective clients, inability to pay bills and loans, and general failure and bankruptcy of the business at worst.

7. OWNERSHIP, MANAGEMENT AND TECHNICAL ASSISTANCE

7.1 OWNERSHIP AND MANAGEMENT

Brothers on the Rise Carwash & Valet Centre is owned by Mr Siyamvuyla Ntuli. He will also actively manage and promote the business, perform customer liaison duties and supervise the business’ staff.

Mr Ntuli is currently studying towards a diploma in Electrical Engineering (Central University of Technology).

The entrepreneur’s previous work experience consists of operating his own carwash for 3 months in 2010.

Please refer to the relevant Annexure for Mr Ntuli’s Curriculum Vitae.

Mr Ntuli has no previous sequestrations, liquidations or ITC judgments and is not currently under financial administration.

His commitment to the business will not be of a financial nature but rather a personal commitment as he will be fully involved in the business’ operations.
The proposed organogram of the business’ operations for Year 1 follows:

Staff will be encouraged to stay with the business and to deliver good work by the provision of a pleasant working environment and market-related salaries.

7.2 TECHNICAL ASSISTANCE

Brothers on the Rise Carwash & Valet Centre’s technical partner will be the supplier of the input materials used in the service provision process, namely water, car shampoo, polish and others, as well as its machinery and equipment.

Powerstar Cleaning Systems & Repairs will provide the business with its wash bays, car cleaning ports, vacuum cleaners and consumables (car polish, air freshener, degreaser, etc).

There will be no formal agreements and the relationship will be governed by price and quality preferences.

Brothers on the Rise Carwash & Valet Centre’s banners, signage, flyers and business cards will be provided by K-Print.

These suppliers are located in Bloemfontein, Free State Province.

8. MARKET OVERVIEW AND ANALYSIS

8.1 OVERVIEW AND SEGMENTATION

The overall market consists of individuals in the Oranjesig and surrounding area that will make use of Brothers on the Rise Carwash & Valet Centre’s services.

Many clients pass Oranjesig and Church Street. Church Street is the longest street in Bloemfontein and is home to countless car dealerships.

Oranjesig and the premises that the business will operate from on is always busy and its very close to Spar, Captain Dorego’s franchise, Caltex garage, Overland liquor store, the post office, car dealerships, to some local communities and to the Central Business District.
Segments found inside the overall market are related to economic ability and usage patterns. Clients are of medium to high income, and will use Brothers on the Rise Carwash & Valet Centre’s services with differing degrees of frequency.

Brothers on the Rise Carwash & Valet Centre assumes that clients with higher average incomes will use their service(s) more frequently than lower income clients. The business can also serve a small amount of non-local clients who pass through Oranjesig and have their cars washed en route.

The advantages and disadvantages of these segments are set out as follows:

<table>
<thead>
<tr>
<th>MARKET SEGMENT</th>
<th>ADVANTAGES</th>
<th>DISADVANTAGES</th>
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<tbody>
<tr>
<td>Car Dealerships</td>
<td>They are expected to provide the largest amount of sales, especially since they need to frequently wash and valet cars that they want to sell.</td>
<td>They may already have a standing arrangement with one of the competitors.</td>
</tr>
<tr>
<td>Individual clients: Above-average income</td>
<td>They are likely to make use of all the services the business offers. Will provide word-of-mouth and referrals if satisfied. Geographically close clients can provide a large amount of repeat-business that will increase the sales volume.</td>
<td>Poses a risk in terms of switching to competitors if a competitor offers a new or better service.</td>
</tr>
<tr>
<td>Individuals: Low income</td>
<td>Will provide word-of-mouth and referrals if satisfied. They can provide repeat-business that will increase the sales volume. Provides a large, local market.</td>
<td>Provides business less frequently. Provides smaller income per order because they cannot afford the more expensive services.</td>
</tr>
<tr>
<td>Other Clients (taxi businesses, etc.)</td>
<td>Will provide income when they pass through Oranjesig. Clients like taxi businesses may provide frequent sales.</td>
<td>Clients that are only passing through the area are unlikely to provide repeat-business.</td>
</tr>
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</table>

The business has selected these segments as they represent the local geographical market, demonstrate a need for the service and has the financial ability to satisfy their needs.

Barriers to entering the carwash market for a new competitor include the capital outlay required, finding suitable premises where competitors are geographically dispersed, as well as obtaining reliable and suitable suppliers.

8.2 SERVICES

Brothers on the Rise Carwash & Valet Centre will provide carwashing and valet services.
The services and prices the business intends to offer are as follows (as provided by Mr Ntuli):

- Interior super clean: R35. Vacuuming and dashboard polishing.
- Exterior super wash: R35. Full carwash and tyre polish.
- Universal wash: R45. Full carwash, tyre polish, vacuuming and dashboard polishing.
- Universal super wash: R50. Full carwash, tyre polish, vacuuming, dashboard polishing and car waxing.
- Universal mega wash: R55. Full carwash, tyre polish, vacuuming, dashboard polishing, car waxing and window bright polishing.
- Universal crazy wash: R60. Full carwash, tyre polish, vacuuming, dashboard polishing, car waxing, window bright polishing and tar removal.
- Universal turbo wash: R100. Full carwash, tyre polish, vacuuming, dashboard polishing, car waxing and window bright polishing, tar removal, spot clean (insect removal) and engine wash.
- Valet wash service: R250. Full carwash, full upholstery wash, seats and carpet wash, engine wash, degreaser, aluminium cleaner, stainless steel cleaner, tyre polish, vacuuming, dashboard polishing, car waxing, window bright polishing, tar removal and spot cleaning.

Customers will make use of this service for its convenience; they will save time and energy by having their cars washed at Brothers on the Rise Carwash & Valet Centre instead of doing it themselves.

Brothers on the Rise Carwash & Valet Centre will wash and clean cars faster and more effectively than an individual performing the task alone.

Competing service providers include the carwash competitors located within Oranjesig, carwash services offered by many petrol stations as well as street vendors.

Other competitors in Bloemfontein include:

- Engen carwash services.
- Dave’s Total Car Wash.
- Love & Peace Carwash Cleaning Service.
- Preller Carwash.

Brothers on the Rise Carwash & Valet Centre’s services will not prone to risk because of changes in technology.

Changing consumer tastes and behaviour are potential risk factors.

Consumers change their purchasing habits or stop frequenting a business, often for no apparent reason. They may lose their cars; switch to new competitors; etc.

Substitute services may be viewed as individuals performing their own carwashes. Since people take their cars to carwashes for convenience, substitutes do not present a large threat to the livelihood of the business.
If properly disposed of none of Brothers on the Rise Carwash & Valet Centre input materials pose a threat to the environment. The amount of water usage is viewed as environmentally unfriendly.

8.3 PRICE

Brothers on the Rise Carwash & Valet Centre will make use of a multiple pricing strategy that is set out as follows:

<table>
<thead>
<tr>
<th>INCOME STREAM</th>
<th>COST PRICE</th>
<th>SELLING PRICE</th>
<th>PROFIT MARGIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interior or Exterior Wash</td>
<td>R4.00</td>
<td>R35.00</td>
<td>88.57%</td>
</tr>
<tr>
<td>Universal Wash</td>
<td>R6.00</td>
<td>R45.00</td>
<td>86.67%</td>
</tr>
<tr>
<td>Universal, Mega or Super Wash</td>
<td>R8.00</td>
<td>R50.00</td>
<td>84%</td>
</tr>
<tr>
<td>Universal Crazy Wash</td>
<td>R10.00</td>
<td>R60.00</td>
<td>83.33%</td>
</tr>
<tr>
<td>Universal Turbo Wash</td>
<td>R25.00</td>
<td>R100.00</td>
<td>75%</td>
</tr>
<tr>
<td>Valet Wash Services</td>
<td>R40.00</td>
<td>R250.00</td>
<td>84%</td>
</tr>
</tbody>
</table>

Prices will be increased by 8% on a yearly basis to take increased interest rates and inflation into account.
These price increases will be reflected in new price lists that will posted at the premises.
Customers are generally price sensitive, as they do not want to pay too much for what is not an essential service. Although a segment of above-average clients will be served, the general client is still of average income and therefore price sensitive.
Competing products are generally priced in the same manner or higher.
The demand for the service is generally responsive to increases in price; demand will drop when prices are increased.
The business will not respond to changes in competitors’ prices, especially as it has few competitors in its local geographical market.
Prices will not be affected by changes in exchange and interest rates.

8.4 PROMOTION

Brothers on the Rise Carwash & Valet Centre’s main selling point will be the provision of affordable, accessible, quality carwash and valet services.
Brothers on the Rise Carwash & Valet Centre will use the following promotional methods to promote the business:

- **Signage, road-side markers and direction indicators**

  These items will identify the business, as well as providing an indication of where the business is located.

- **Flyers and business cards**

  Flyers advertising the services, as well as specials, will be distributed along with business cards to clients. These items will invite clients to request services from Brothers on the Rise Carwash & Valet Centre as well as giving them an indication of what the business has to offer at which prices. Flyers will be placed in mailboxes as well as in parked vehicles’ windshield wipers. Please refer to the relevant Annexure for an example of the business’ flyers and business cards.

- **Personal/direct Selling**

  The entrepreneur has already started visiting potential clients in Oranjesig to collect letters of intent. These potential clients are now aware of the business and may provide word-of-mouth promotion regarding the business when it opens.

- **Newspaper advertisements**

  The owner intends to place advertisements in various local newspapers.

- **Contracts and Agreements**

  The entrepreneur can negotiate with businesses like car dealerships and taxi operators for agreements or contracts to wash and/or valet all their vehicles. Mr Ntuli has already starting communicating with car dealerships in Oranjesig. The owner may need to give them special offers to secure such deals.
8.5 DISTRIBUTION

Clients will visit the business premises to have their vehicles washed, vacuumed, cleaned, polished, etc.

The business location is readily accessible to clients in its neighbourhood. The business venue is located close to Spar, Captain Dorego’s franchise, Caltex garage, Overland liquor store, the post office, car dealerships, to some local communities and to the Central Business District.

8.6 CUSTOMER ANALYSIS

Brothers on the Rise Carwash & Valet Centre’s customer base will be made up of local Oranjesig residents, people who pass through the area, car dealerships, taxi operators and others.

The following is the business’ customer analysis as provided by Mr Ntuli:

- “Car hire agencies need cars cleaned frequently.
- Garages and workshops often want to clean customer’s car after they have serviced or repaired it, and may not have the facilities themselves.
- Second-hand car dealers will want a car to look spotless before they try and sell it.
- Elderly or disabled drivers would usually prefer to have someone else wash their car.
- Owners of classic or vintage cars could be very loyal customers if I prove that I can do a caring, quality job on their vehicles.
- Taxi drivers.
- Government vehicles for example police and hospital (ambulance) vehicles.”

Above-average income clients will be considered the “A” list customers as they are expected to provide the largest amount of repeat-business.

They are also more likely to ask for additional services like valet.

Devising a rewards programme whereby loyal local clients can receive a free carwash or free service after a specified amount of carwashes can serve as a form of preferential treatment.

It can also be used as a customer retention tactic.
The business will manage the customer relationship by providing fast, effective service and seeking inputs from clients with the help of a suggestion and complaints box to gauge client satisfaction, recommendations, problems and requests.

Customers generally know what competitors offer and what their price ranges are as they “shop around” and are exposed to competitor advertising.

The business expects to earn revenues from tenders, for example from the government garage. All sales will be in cash.

8.7 COMPETITIVE ADVANTAGES

Brothers on the Rise Carwash & Valet Centre’s main competitive advantage is found in the fact that its market is underserved. Competitors in the area provide poor service quality.

This gives the business the advantage of undiluted market share and a large client base.

8.8 COMPARATIVE ADVANTAGES

Factors specific to the market that makes it more likely for the business to increase its market share is related to the needs of an underserved market and the accessible business location.

If these structural characteristics no longer existed, a significant amount of business would be lost, and market share would be diluted among many competitors. Intellectual property rights are not applicable to the business.

9. TECHNICAL REVIEW

9.1 SERVICE DELIVERY PROCESS

The production process as a whole consists of obtaining input materials, receiving customers’ cars for service, using the input materials to wash, clean and vacuum customers’ cars, polishing the cars, and handing the car back to the client.

Raw materials are required in the form of water, car shampoo, polish, and chamois products. Cars will be washed with soaps and materials specially designed for them so the surfaces aren’t scratched.

Staff required in the business’s service delivery processes entails persons to wash, clean, vacuum and polish customer cars.

A diagrammatic exposition of the process follows:
Critical points in the service delivery process entail using quality input products designed for cars, making sure of the customer’s service requirement, and fast service times.

### 9.2 LOCATION AND PREMISES

Brothers on the Rise Carwash & Valet Centre will ideally be located at Number 8 Building, Falk Street, Oranjezicht, Bloemfontein.

The accessibility of the premises is very high; a major road (Church Street) pass the location and there are a number of shops and facilities (as mentioned) located near the venue.

The business premises also have adequate space to conveniently service a number of cars at the same time.

The premises will be rented from J.Q. Rodrigues Rentals. Please refer to the relevant Annexure for the rental agreement, as well as the proof that the property is owned by J.Q. Rodrigues.

The business premises are deemed safe from vandalism and sabotage.

The premises are suited well for the business’s current and future needs.

The rental agreement stipulates monthly rent of R2 000, with water and electricity to be metered separately.

Please refer to the relevant Annexure for an example of what the business’ carwash facilities will look like.
9.3 MACHINERY & EQUIPMENT

Machinery that will be used in the proper functioning of the business include office equipment, e.g. a computer, cash register, fax machine, and carwash equipment, namely vacuum cleaners, brushes, cleaning chemicals and buffers and high powered hoses.

These items are not expensive and have a long, reliable life cycle and can be bought locally at affordable prices.

The expected productive capacity of the machinery and equipment is 12 hours a day for 7 days a week.

Please refer to the relevant Annexure for relevant quotations.

It is unknown what machines competitors use, and the assumption is that it would probably not vary much from the machines Brothers on the Rise Carwash & Valet Centre will use, since there is not an extended range of these products available in South Africa.

Some competitors may use imported machines and equipment.

9.4 INSURANCE

Specific insurable risks that the business will face include theft, damage, public liability, fidelity, and fire.

Brothers on the Rise Carwash & Valet Centre has not suffered any uninsured losses, nor submitted any insurance claims since it is a new business yet to start operations.

The financial statements make provision for an insurance premium of R225 a month in the first year of operations. Provision was also made for yearly increases of 10%.

9.5 LEGAL AND REGULATORY

Brothers on the Rise Carwash & Valet Centre has no post or pending litigation.

The business must obey the provisions set out in relevant legislation regarding employment practices and wages, as well as employee safety and health.

Some of the legislation and regulations that Brothers on the Rise Carwash & Valet Centre needs to adhere to in its operations are as follows:

- Competition Act, No. 89 of 1998.
- Compensation for Occupational Injuries and Disease Act, No. 130 of 1993.
9.6 MANAGEMENT INFORMATION SYSTEMS (MIS)

Brothers on the Rise Carwash & Valet Centre will not need an extensive MIS system. A computer with software or manual programmes for bookkeeping, inventory management and payroll activities suffice for its activities.

9.7 ENVIRONMENTAL AND OCCUPATIONAL SAFETY ISSUES

Brothers on the Rise Carwash & Valet Centre must put in place health and safety policies regarding the correct handling of machines, equipment and tools; although there are no known hazards regarding the proper handling, storage and transport of machines, equipment, tools and cleaning products that will be used by the business.

The business must conform to the specifications of the Occupational Health and Safety Act (85 of 1993), as well as those of the Occupational and Environmental Health Act of 1977, where applicable.

9.8 RAW MATERIALS

Raw materials that will be used by Brothers on the Rise Carwash & Valet Centre in the service provision process entail water, and cleaning and polishing agents.

Raw materials are available locally and obtained from local suppliers. Brothers on the Rise Carwash & Valet Centre will obtain water from its own premises and will pay for the use thereof on a monthly basis.

Brothers on the Rise Carwash & Valet Centre’s raw materials and finished goods will be bought directly from suppliers.

9.9 LABOUR

Brothers on the Rise Carwash & Valet Centre will employ the owner, as well as employees responsible for washing, cleaning, vacuuming and polishing motor vehicles.

Four people will work at the business during the week, and an additional 2 people will work on weekends.
Weekends will be the busiest time for the business; therefore extra people will be required.

Prior experience and references will serve as distinguishing qualifications for the employment positions but are not required since the work is unskilled and easy to learn.

Brothers on the Rise Carwash & Valet Centre must conform to the requirements of the Basic Conditions of Employment Act, as well as to other relevant labour legislation.

Brothers on the Rise Carwash & Valet Centre’s labour force and compensation system for the first year of operation will be structured as shown in the table that follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Amount</th>
<th>Salary</th>
<th>Monthly Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner</td>
<td>1</td>
<td>R2 500</td>
<td>R2 500</td>
</tr>
<tr>
<td>Week-day Staff</td>
<td>4</td>
<td>R1 200</td>
<td>R4 800</td>
</tr>
<tr>
<td>Weekend Staff</td>
<td>2</td>
<td>R600</td>
<td>R1 200</td>
</tr>
<tr>
<td>TOTAL</td>
<td>7</td>
<td>-</td>
<td>R8 500</td>
</tr>
</tbody>
</table>

The following Acts will govern Brothers on the Rise Carwash & Valet Centre’s labour-related issues:

- Broad Based Black Economic Empowerment Act, No. 53 of 2003.

10. FINANCIAL REVIEW

10.1 SOURCE OF FUNDS

Brothers on the Rise Carwash & Valet Centre requires financing to the amount of R300 000. This financing will be sought from a reputable financial institution.

The financing is required in the form of a medium-term loan of 60 months. The loan repayment rate will amount to R6 374 per month, at an interest rate of 10%.

10.2 APPLICATION OF FUNDS

The required funds will be used to purchase equipment for the business’ activities, to purchase consumables and promotional materials, as well as for operational capital.
The funds will be applied as follows:

<table>
<thead>
<tr>
<th>CAPITAL EXPENDITURE</th>
<th>R248 000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Infrastructure (Builders Warehouse)</td>
<td>R1 536.00</td>
</tr>
<tr>
<td>Washbays and equipment (Powerstar)</td>
<td>R238 218.66</td>
</tr>
<tr>
<td>Promotional items and signage (K-Print)</td>
<td>R6 850.00</td>
</tr>
<tr>
<td>Delivery and sundry fees</td>
<td>R1 395.34</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OPERATIONAL EXPENDITURE</th>
<th>R52 000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaning consumables (Powerstar)</td>
<td>R28 000.00</td>
</tr>
<tr>
<td>Working Capital</td>
<td>R24 000.00</td>
</tr>
</tbody>
</table>

**TOTAL** | **R300 000.00**

Please refer to the relevant Annexure for supporting quotations.

The following is a breakdown of the cleaning consumables that will be purchased (provided by Mr Ntuli):

<table>
<thead>
<tr>
<th>Cleaning agents</th>
<th>Liters</th>
<th>Cost price</th>
<th>Quantity</th>
<th>Sub Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auto air fresheners (lavender and new car)</td>
<td>25 lt</td>
<td>R209.76</td>
<td>4</td>
<td>R839.04</td>
</tr>
<tr>
<td>Auto car polish or car wax (cream)</td>
<td>5 lt</td>
<td>R296.40</td>
<td>6</td>
<td>R1 778.40</td>
</tr>
<tr>
<td>Auto chassis tire dressing (black)</td>
<td>25 lt</td>
<td>R672.60</td>
<td>4</td>
<td>R2 690.40</td>
</tr>
<tr>
<td>Auto gloss (dashboard lavender)</td>
<td>25 lt</td>
<td>R786.60</td>
<td>4</td>
<td>R3 146.40</td>
</tr>
<tr>
<td>Auto leather care</td>
<td>5 lt</td>
<td>R273.60</td>
<td>6</td>
<td>R1 641.60</td>
</tr>
<tr>
<td>Auto carwash and wax shampoo</td>
<td>25 lt</td>
<td>R428.64</td>
<td>10</td>
<td>R4 286.40</td>
</tr>
<tr>
<td>Auto tar remover (clear)</td>
<td>25 lt</td>
<td>R839.04</td>
<td>4</td>
<td>R3 356.16</td>
</tr>
<tr>
<td>Auto high gloss tire shine- no silicone (clear)</td>
<td>25 lt</td>
<td>R679.44</td>
<td>4</td>
<td>R2 717.76</td>
</tr>
<tr>
<td>Spot clean (insects)</td>
<td>25 lt</td>
<td>R234.84</td>
<td>4</td>
<td>R939.36</td>
</tr>
<tr>
<td>Window bright polish</td>
<td>25 lt</td>
<td>R177.84</td>
<td>4</td>
<td>R711.36</td>
</tr>
<tr>
<td>Low foam auto scrub (carpet shampoo)</td>
<td>25 lt</td>
<td>R212.04</td>
<td>4</td>
<td>R848.16</td>
</tr>
<tr>
<td>Degreaser</td>
<td>25 lt</td>
<td>R456.00</td>
<td>4</td>
<td>R1 824</td>
</tr>
<tr>
<td>Aluminium cleaner</td>
<td>25 lt</td>
<td>R394.44</td>
<td>4</td>
<td>R1 577.76</td>
</tr>
<tr>
<td>Stainless steel cleaner</td>
<td>25 lt</td>
<td>R394.44</td>
<td>4</td>
<td>R1 577.76</td>
</tr>
<tr>
<td>Sub-Total</td>
<td></td>
<td></td>
<td></td>
<td>R27 934.56</td>
</tr>
<tr>
<td>Delivery Fees</td>
<td></td>
<td></td>
<td></td>
<td>R65.44</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>R28 000.00</strong></td>
</tr>
</tbody>
</table>
10.3.1. SALES

The sales graph indicates the income that Brothers on the Rise Carwash & Valet Centre is expected to obtain in the first 5 years of operation:

![Sales Graph]

The proper breakdown of these sales can be seen on “Business Division by Profit Margins” sheet in the financial projections (refer to the financial Annexure).

10.3.2. PROJECTED INCOME STATEMENT

<table>
<thead>
<tr>
<th></th>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Income</strong></td>
<td>R 363,300</td>
<td>R 422,456</td>
<td>R 484,141</td>
<td>R 544,983</td>
<td>R 602,414</td>
</tr>
<tr>
<td><strong>Cost of Sales</strong></td>
<td>R 57,540</td>
<td>R 66,884</td>
<td>R 76,679</td>
<td>R 86,308</td>
<td>R 89,493</td>
</tr>
<tr>
<td><strong>Gross Profit</strong></td>
<td>R 305,760</td>
<td>R 355,571</td>
<td>R 407,462</td>
<td>R 458,675</td>
<td>R 512,921</td>
</tr>
<tr>
<td><strong>Expenditure</strong></td>
<td>R 229,306</td>
<td>R 247,835</td>
<td>R 270,090</td>
<td>R 292,704</td>
<td>R 317,575</td>
</tr>
<tr>
<td><strong>Operating Cost</strong></td>
<td>R 179,706</td>
<td>R 198,235</td>
<td>R 220,490</td>
<td>R 243,104</td>
<td>R 267,975</td>
</tr>
<tr>
<td><strong>Depreciation</strong></td>
<td>R 49,600</td>
<td>R 49,600</td>
<td>R 49,600</td>
<td>R 49,600</td>
<td>R 49,600</td>
</tr>
<tr>
<td><strong>Earnings before Interest &amp; Tax</strong></td>
<td>R 76,454</td>
<td>R 107,736</td>
<td>R 137,372</td>
<td>R 165,971</td>
<td>R 195,346</td>
</tr>
<tr>
<td><strong>Finance Costs</strong></td>
<td>R 27,809</td>
<td>R 22,711</td>
<td>R 17,080</td>
<td>R 10,859</td>
<td>R 3,987</td>
</tr>
<tr>
<td><strong>Earnings before Tax</strong></td>
<td>R 48,645</td>
<td>R 85,025</td>
<td>R 120,292</td>
<td>R 155,112</td>
<td>R 191,359</td>
</tr>
<tr>
<td><strong>Income Tax</strong></td>
<td>R 13,621</td>
<td>R 23,807</td>
<td>R 33,682</td>
<td>R 43,431</td>
<td>R 53,581</td>
</tr>
<tr>
<td><strong>Net Profit</strong></td>
<td>R 35,025</td>
<td>R 61,218</td>
<td>R 86,610</td>
<td>R 111,681</td>
<td>R 137,779</td>
</tr>
</tbody>
</table>
The distribution of the various income streams’ contribution to the business can be illustrated as follows:

### 10.3.3. NET PROFIT

The net profit graph indicates that Brothers on the Rise Carwash & Valet Centre is expected to obtain an increasing net profit on a yearly basis:
The cumulative profit graph is as follows:

As this graph indicates, the business is projected to make a cumulative net profit from Month 2 of operations.

The various income streams’ contribution to the business’ profit is illustrated as follows:
10.3.4. EXPENSES

The following table indicates the business’ fixed and variable expenses:

<table>
<thead>
<tr>
<th>Expense Item</th>
<th>Fixed or % of Sales</th>
<th>Minimum Expenses</th>
<th>Monthly Expense</th>
<th>Annual Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounting Fees</td>
<td>Fixed</td>
<td>R300</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>Initial Marketing Cost</td>
<td></td>
<td>R2 000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Advertising &amp; Marketing</td>
<td>0.50%</td>
<td>R300</td>
<td></td>
<td>0%</td>
</tr>
<tr>
<td>Electricity &amp; Water</td>
<td>Fixed</td>
<td>R950</td>
<td></td>
<td>20%</td>
</tr>
<tr>
<td>Insurance</td>
<td>Fixed</td>
<td>R225</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>Order Processing Fees</td>
<td>0.50%</td>
<td>R100</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>Office Expenses</td>
<td>Fixed</td>
<td>R150</td>
<td></td>
<td>8%</td>
</tr>
<tr>
<td>Staff Welfare</td>
<td>0.25%</td>
<td>R200</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>Printing &amp; Stationary</td>
<td>Fixed</td>
<td>R200</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>Rent</td>
<td>Fixed</td>
<td>R2 000</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>Maintenance &amp; Repairs</td>
<td>1.00%</td>
<td>R400</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>Telephone Expenses</td>
<td>1.00%</td>
<td>R450</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>Unforeseen Expenses</td>
<td>1.00%</td>
<td>R300</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>Cleaning</td>
<td>Fixed</td>
<td>R200</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>Security</td>
<td></td>
<td>R300</td>
<td></td>
<td>10%</td>
</tr>
</tbody>
</table>

The following graph provides an illustration of the distribution of the business’ expenses:
10.4 BREAKEVEN ANALYSIS

The breakeven graph below indicates that Brothers on the Rise Carwash & Valet Centre is expected to break even at a point whereby the monthly income generated and variable costs are equal to R21 000:

![Breakeven Graph]

10.5 SENSITIVITY ANALYSIS

This analysis looks at the effect of price decreases on a business’ income and profit indicators. It is important in competitive industries to be able to lower prices to beat competitors and to attract customers if necessary.

The analysis will investigate the effect of price decreases of 5% and 10% on Brothers on the Rise Carwash & Valet Centre’s financial indicators.

Following are tables with results after conducting Sensitivity Analyses on key aspects such as Debt Service Ability, Current Ratio, Operating Margin and Return on Investment (or Return on Equity).

10.5.1. DEBT SERVICE ABILITY

After starting the operations, Brothers on the Rise Carwash & Valet Centre will be able to cover its debt service ability as can be seen from the attached financial figures.

If prices are decreased by 5%, the business’ cash flow will not be affected. Cumulative
profitability will still be reached in Month 2.

If the prices are decreased by 10%, the business will still have a positive cash flow. Cumulative profitability will be reached in Month 3 instead of in Month 2 as at normal pricing.

The business can therefore drop its prices if necessary.

10.5.2. CURRENT RATIO

<table>
<thead>
<tr>
<th>Selling Price</th>
<th>Now</th>
<th>Less 5%</th>
<th>Less 10%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ratio</td>
<td>1.449 : 1</td>
<td>1.208 : 1</td>
<td>0.967 : 1</td>
</tr>
</tbody>
</table>

10.5.3. GROSS PROFIT MARGIN

<table>
<thead>
<tr>
<th>Selling Price</th>
<th>Now</th>
<th>Less 5%</th>
<th>Less 10%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Margin</td>
<td>84.16%</td>
<td>83.33%</td>
<td>82.40%</td>
</tr>
</tbody>
</table>

10.5.4. NET PROFIT MARGIN

<table>
<thead>
<tr>
<th>Selling Price</th>
<th>Now</th>
<th>Less 5%</th>
<th>Less 10%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Margin</td>
<td>9.64%</td>
<td>6.39%</td>
<td>2.78%</td>
</tr>
</tbody>
</table>

10.5.5. RETURN ON INVESTMENT (ROE)

<table>
<thead>
<tr>
<th>Selling Price</th>
<th>Now</th>
<th>Less 5%</th>
<th>Less 10%</th>
</tr>
</thead>
<tbody>
<tr>
<td>ROE</td>
<td>11.67%</td>
<td>7.36%</td>
<td>3.03%</td>
</tr>
</tbody>
</table>
10.5.6. EBITDAD

<table>
<thead>
<tr>
<th>Selling Price</th>
<th>Now</th>
<th>Less 5%</th>
<th>Less 10%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Margin</td>
<td>34.70%</td>
<td>31.31%</td>
<td>27.54%</td>
</tr>
</tbody>
</table>

11. RISKS AND ISSUES

Specific risks Brothers on the Rise Carwash & Valet Centre faces include the risks of customer loss, fast growth and liquidity, and tax management. These risks may all have the effect of loss of reputation, loss of business, debt, and bankruptcy in an extreme case.

Brothers on the Rise Carwash & Valet Centre will have the following strategies in place to mitigate these risks:

- Providing excellent service to ensure continued customer support, as well as providing customer interaction mechanisms to gauge satisfaction and suggestions, e.g. a suggestion box.
- Fast growth poses the risk of running into cash flow problems. The business will obtain the services of a financial advisor to help them manage growth and liquidity.
- The business will seek help from the South African Revenue Service and/or a certified tax accountant to avoid running a tax risk.

12. ENTREPRENEUR’S FUTURE EXPANSION PLAN

The following is Mr Ntuli’s plans for future expansion:

"I’m planning to buy a bigger and better place than the one I’ll be using. I’ll get to make maximum profit because I won’t be paying rent there. I’m going to make a bigger and better carwash than my initial one in terms of development. This area will be able to accommodate more cars on the washing bay and on the drying bay. It will be much more viable for a carwash business than my initial one. I’ll be able to introduce new businesses that would be ideal for my carwash. Businesses that would give people more reason to come to my carwash even when it’s raining; businesses like a Fast Food Franchise or Takeaway Fish and Chips Franchise. Now introducing a business like this to my expansion area would contribute greatly to the success of my carwash in Bloemfontein."
From then, I’m planning to expand to other developing and well developed towns or cities and to other provinces in South Africa.

I want to be one of the people who contribute a lot to the growth and development of South Africa.

I say this in terms of structural development, economic growth in terms of the GDP of our country, job recreation and as a motivational speaker so as to assist our government to empower the youth and also giving back to the needy people in our country.

I believe that I can contribute a lot in bettering our country in the business industry if only I can be given a chance by means of capital to start and make my business visions and dreams a reality.

All I need is a start and I can definitely finish this race and there’s no doubt about that in my vocabulary.

Please take note that this is not just a dream; I believe that it is my purpose and my gift from God, because it’s my passion.

I am very blessed and richly gifted business wise. I have the ability to foresee change and development before it comes to reality.

Not in terms of spiritual prophesying but in terms of being a possibility thinker. I have the ability to turn a disadvantage to an advantage.

Where people see a risk, I see an opportunity and prosperity. I welcome problems; I reach out for them, I charge into them and then in my mind immediately change them to challenges.

I act local but I think global. This is the kind of attitude I’m going with to my carwash business.”
ANNEXURE
ANNEXURE 1:

OWNER’S INFORMATION
CURRICULUM VITAE

1. PERSONAL DETAILS

NAME: Slyamvuyela
SURNAME: Ntuli
ID NUMBER: 8906016155087
ADDRESS: 23 Falck Street, Oranjesig, Bloemfontein, 9301
CONTACT NUMBER(S): 083 5281 090

2. EDUCATIONAL BACKGROUND

HIGHEST QUALIFICATION:
GRADE 12: Senior Certificate
Current Studies: Electrical engineering (2nd year) CUT
Expected completion date: 2012

3. WORK EXPERIENCE

October - December 2010: I started a car wash at 23 Falke Street, Oranjesig but had to close it down due to lack of funds. It gave me a lot of insight into the business opportunity. In the short period that I had the car wash I learned a lot that will help me in the future.
4. MOST NOTABLE/SPECIALISED EXPERIENCE AND SKILLS:

I have the ability to foresee change and development before it comes to reality. Not in terms of spiritual prophesying but in terms of being a possibility thinker. I have the ability to turn a disadvantage to an advantage. Where people see a risk, I see an opportunity and prosperity. I welcome problems; I reach out for them, I charge into them and then in my mind immediately change them to challenges. I act local but I think global. This is the kind of attitude I’m going with to my carwash business.

5. DECLARATION

I Siyamzuyela Ntuli hereby declare that the information provided in this Curriculum Vita is true and accurate.

Date: 16/05/2011
ANNEXURE 2:

PROOF OF REGISTRATION & TAX CLEARANCE
Date: 30/03/2011

WYNAND REDELINGHUYJS
E-mail: SMART@INTEKOM.CO.ZA
PO BOX 34249
FAURASTIG
5325

RE: Application to Register Close Corporation
We have received a CK1 from you dated 06/03/2011. The Close Corporation ‘BROTHERS ON THE RISE CARWASH AND VALET CENTRE’ was successfully registered on our database on 30/03/2011. Your reference number will be 2011/043719/23.

Yours truly
Registrar of Close Corporations

Please Note:
The attached certificate can be validated on the CIPRO website at www.cipro.co.za.
# Certificate of Incorporation

**Brothers on the Rise Carwash & Valet Centre**

**Registration Number**: 2011 / 043719 / 23

**Enterprise Name**: BROTHERS ON THE RISE CARWASH AND VALET CENTRE

**Enterprise Status**: In Business

**Postal Address**: 23 FALCK STR ORANJESIG BLOEMFONTEIN 9301

**Address of registered office**: 23 FALCK STR ORANJESIG BLOEMFONTEIN 9301

**Accounting Officer**
- **Name**: WYNAND REDELINGHUYS
- **Postal Address**: PO BOX 34249 FAUNSIG 9325
- **Profession**: The South African Institute of Professional Accountants (SAIPA)
- **Membership/Practice No**: 15689

<table>
<thead>
<tr>
<th>Surname and first names</th>
<th>ID number or date of birth</th>
<th>Contrib. (R)</th>
<th>Interest (%)</th>
<th>Appointment date</th>
<th>Addresses</th>
</tr>
</thead>
<tbody>
<tr>
<td>NTULI, BHYAMOYELA</td>
<td>860018155007</td>
<td>100.00</td>
<td>100.00</td>
<td>30/03/2011</td>
<td>Postal: 23 FALCK STR, ORANJESIG, BLOEMFONTEIN, 9301 Residential: 23 FALCK STR, ORANJESIG, BLOEMFONTEIN, 9301</td>
</tr>
</tbody>
</table>

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All rights reserved

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**Companies and Intellectual Property Registration Office**

Registrar of Companies & Close Corporations

P.O. Box 784, PRETORIA, 0001 Republic of South Africa

Tel: 012 395 9900 Fax: 012 395 9909

[www.ciproc.org.za](http://www.ciproc.org.za)
Tax Clearance Certificate - Good Standing

Trading Name

BROTHERS ON THE RISE CARWASH AND VALET CENTRE

Legal Name

BROTHERS ON THE RISE CARWASH AND VALET CENTRE

Identity Number/ Passport Number

2011/043719/23

Company Registration Number

9223129181

Income Tax Reference Number

2011/043719/23

VAT/Diesel Registration Number

9223129181

PAYE Registration Number

SDL Registration Number

UIF Registration Number

Tender Number

Good Standing

It is hereby confirmed that, on the basis of the information at my disposal, the above-mentioned taxpayer has not contravened the provisions of Income Tax Act (1962), Value Added Tax Act (1991), Employees Tax (PAYE as contained within the Income Tax Act 1962), Skills Development Levies Act (1999) or Unemployment Insurance Contributions Act (2002), as at date of this certificate.

This Certificate is valid for a period of 1 (One) Year from the date of approval.

Verification of this certificate can be done at any SARS Revenue Office nationwide.

Photo copies of this certificate are not valid.

SARS reserves the right to withdraw this certificate at any time should any taxes, levies or duties become due and outstanding by the above taxpayer during the one year period for which the certificate is valid.
ANNEXURE 3:

RENTAL AGREEMENT & DEED OF SALE – BUSINESS PREMISES
31st March 2011

Dear Mr. Null

Subject: Car Wash Facility – Proposed Rental Terms

With reference to the proposed car wash facility which is to be accommodated in the parking area pertaining to the building located at 6 Faack Street, Oranjezicht, Bloemfontein – please be advised that the information which follows constitutes our proposed rental terms relating thereto:

<table>
<thead>
<tr>
<th>Size of Premises:</th>
<th>Final dimensions still to be determined</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Monthly Rental:</td>
<td>R 2 000 – 00 (Two Thousand Rand)</td>
</tr>
<tr>
<td>Water &amp; Electricity:</td>
<td>To be metered separately</td>
</tr>
<tr>
<td>Annual Escalation:</td>
<td>10%</td>
</tr>
<tr>
<td>Lease Term:</td>
<td>3 Years (with the option to renew for an additional 3 years)</td>
</tr>
<tr>
<td>Lease Commencement Date:</td>
<td>Projected to be 01st May 2013 (to be confirmed by tenant)</td>
</tr>
</tbody>
</table>

Please note that all amounts quoted above are exclusive of any Value Added Tax (VAT) and if applicable shall be additional to these amounts.

Please feel free to contact me should you require any additional information in this regard. My contact details are listed below.

Yours faithfully,

Devon Donaldson
For: JQ Rodrigues Rentals
(C): 083 7087 434
(T): 051 – 436 2200
(F): 051 – 436 2210
(F): investments@telkom.co.za
DEED OF SALE

1.0 PARTIES

THIS AGREEMENT IS CONCLUDED BETWEEN:

1.1 ARNOLD THOMAS HUGHES
Identity Number 420530 5039 08 4
Married out of community of property

1.2 MALCOLM DAVID HUGHES
Identity Number 380802 5020 08 5
Married out of community of property

("the SELLER")

and

1.2 JOSÉ QUINTINO RODRIGUES
Identity Number 600214 5079 10 9
Married out of community of property

("the PURCHASER")
2.0 INTERPRETATION

2.1 The marginal headings to this Agreement are for reference purposes only and shall not be taken into account in the interpretation or construction of any of the provisions of this Deed.

2.2 Unless the context clearly indicates a contrary intention:

2.2.1 Expressions which denote:

2.2.1.1 Any gender shall include the other genders.

2.2.1.2 A natural person shall include a juristic person and vice versa.

2.2.1.3 The singular shall include the plural and vice versa.

2.2.2 The following expressions shall have the meaning set opposite them below, and cognate expressions shall bear corresponding meanings:

2.2.2.1 "THE DATE OF POSSESSION" and "THE DATE OF OCCUPATION" means date of registration of transfer of the property in name of the PURCHASER

2.2.2.2 "THE PROPERTY" means

- Erf 2929 situate in the city and district of Bloemfontein Measuring 713 (Seven hundred and thirteen) square metres

- Erf 2930 situate in the city and district of Bloemfontein Measuring 620 (Six hundred and twenty) square metres
2.2.2.3 "THE PRESCRIBED RATE OF INTEREST" means

the ruling prime bank rate of ABSA BANK LIMITED plus 2% (TWO PERCENT), but
subject to the maximum permissible by Law, and calculated de die in
diem.

2.3 COMPUTATION OF TIME

In the computation of time for any purpose of this Agreement it shall be
undertaken by the exclusion of the first day and the inclusion of the last day.

3.0 PURCHASE AND SALE

The SELLER sells to the PURCHASER, who hereby purchases, the
PROPERTY on and subject to the terms and conditions herein contained.

4.0 PURCHASE PRICE

The purchase price of the property is the sum of R

, and is payable by the PURCHASER to the
SELLER in cash on date of registration of transfer in name of the
PURCHASER

5.0 POSSESSION AND OCCUPATION

Upon the DATE OF POSSESSION AND OCCUPATION:

5.1 The SELLER shall be obliged to furnish such possession and occupation to
the PURCHASER, who shall be obliged to receive same.
5.2 All the benefit and risk of ownership of the PROPERTY shall pass to the PURCHASER, who shall be liable for all rates, taxes, water and electricity consumption, sanitation fees and other imposts levied thereon by any competent authority.

5.3 The PURCHASER shall refund to the SELLER any amount as prescribed in the preceding subparagraph paid in advance of any period as and from the DATE OF POSSESSION AND OCCUPATION.

6.0 INTEREST ON PURCHASE PRICE

6.1 The parties do record and agree that as the PURCHASER is only entitled to possession and occupation of the PROPERTY on date of registration, there is no interest on the purchase price payable.

7.0 CONDITIONS OF SALE

7.1 The PROPERTY and the improvements thereon (if any) are sold:

7.1.1 Voetstoots and the SELLER shall not be liable for any defect, patent or otherwise, nor for any damage suffered by the PURCHASER by reason of such defect.

7.1.2 Subject to all conditions and servitudes (if any) mentioned or referred to in the current Title Deed of the PROPERTY and any Town Planning Scheme applicable thereto.

7.2 The PURCHASER:

7.2.1 Acknowledges having had sight of and inspected the PROPERTY and all improvements thereon and having satisfied himself with the condition thereof.

[Signature]
7.2.2 Acknowledges, moreover, that (save as set out in this Agreement) no warranty, express or implied, or representation has been given or made to him in order to induce his conclusion of this Agreement.

7.2.3 Shall have no claim against the SELLER for any deficiency in extent which may be revealed on any re-survey, nor shall the SELLER benefit from any possible excess.

7.2.4 Be deemed to have made himself fully acquainted with the nature, condition, beacons, extent and locality of the PROPERTY, and the SELLER shall be entirely free from all liability in respect thereof and, in particular, the obligation to identify the beacons of the PROPERTY.

8.0 COMMISSION

8.1 The parties to record and agree that this sale has not resulted from the intervention of any estate agent and that there is, therefore, no commission payable.

9.0 TRANSFER AND COSTS

9.1 The PURCHASER shall bear and pay:

9.1.1 The costs of and incidental to:

9.1.1.1 The preparation and execution of this Agreement, and

9.1.1.2 The registration of transfer of the property in the name of the
PURCHASER, and

9.1.2 Value-Added Tax on the fees and such disbursements referred to in 9.1.1 as are subject to this form of taxation.

9.1.3 Transfer Duty on the PURCHASE PRICE or on a valuation of the PROPERTY as envisaged by the Transfer Duty Act, No 40 of 1949 (whichever is accepted by the Receiver of Revenue as representing the market value of the PROPERTY) OR Value-Added Tax on the PURCHASE PRICE (as the case may be).

9.2 If it should be required of the Conveyancer to advance Transfer Duty the Conveyancer shall be entitled to recover interest on the said amount calculated at the PRESCRIBED RATE OF INTEREST as and from the date of the incidence of such disbursement from the party liable for the payment thereof to date of payment.

9.3 The PURCHASER undertakes to sign all requisite documents for purposes of registration of transfer upon being so requested by the Conveyancer appointed to attend to the registration of transfer.

9.4 The PURCHASER shall be entitled to registration of transfer of the PROPERTY subject to his having fulfilled his obligations in terms of this Agreement and within a reasonable period after his having:

9.4.1 Delivered to the SELLER or his Nominee a Bank, Building Society or other guarantee approved by the SELLER in writing for the purchase price, which guarantee he shall be obliged to deliver by not later than the 15th day of September 1995. The payment of such guarantee may only be made subject to the following conditions:

9.4.1.1 Registration of transfer of the PROPERTY in name of the PURCHASER

9.4.1.2 Cancellation of all existing bonds registered over the PROPERTY

9.4.1.3 Registration of a mortgage over the PROPERTY in favour of the issuer of such guarantee (if so required to finance the purchase price or any
9.4.2 Effected payment of the costs referred to in 9.1 above.

10.0 CONVEYANCING

The firm HONEY & PARTNERS, Conveyancers of Bloemfontein, shall attend to the registration of transfer.

11.0 IMPROVEMENTS

11.1 The PURCHASER is not entitled, save with the prior written consent of the SELLER, to demolish, alter and/or remove any improvements on the PROPERTY and/or effect or have effected any structural alterations, additions or improvements on the PROPERTY prior to the date of registration of transfer in the name of the PURCHASER.

11.2 Any improvement effected on the PROPERTY prior to the date of registration of transfer of the PROPERTY in the name of the PURCHASER (whether with or without the written consent of the SELLER) shall become the property of the SELLER and shall remain the property of the SELLER until date of registration of transfer of the PROPERTY in the name of the PURCHASER.

12.0 BREACH OF CONTRACT

In the event of the PURCHASER's defaulting in the timeous performance of any of his obligations in terms of this Agreement or the payment of any amount on due date, and so remaining in default after a written notice (addressed to the PURCHASER at his chosen domicili num citandi et executandi) wherein the PURCHASER is called upon to comply with the said obligation within 7 (SEVEN) days of receipt of such written notice, the SELLER (without detracting from any other rights which he may have) shall be entitled:

[Signature]
12.1 To claim specific performance of the obligation in question or demand payment of the amount owing and in either eventuality interest thereon at the PRESCRIBED RATE OF INTEREST; or

12.2 To claim payment of:

12.2.1 The full balance of the purchase price and interest at the PRESCRIBED RATE OF INTEREST thereon and a Certificate issued by the duly appointed Conveyancer of the amount due shall be *prima facie* proof for the purposes of provisional sentence, summary judgment or any other legal remedy, and

12.2.2 The costs referred to in 9.1 above; or

12.3 To cancel this Agreement, in which event the SELLER shall be entitled:

12.3.1 to take possession of the PROPERTY and to eject the PURCHASER and/or any occupier therefrom;

12.3.2 to retain as forfeited in his favour all amounts paid in respect of the purchase price and/or interest (if any) in terms of this Agreement as a genuine pre-estimate of damages suffered by the SELLER, and the said amounts shall be forfeited by the PURCHASER;

12.3.3 to claim payment of all arrear instalments and all other amounts in terms of this Agreement with interest thereon at the PRESCRIBED RATE OF INTEREST, and a Certificate issued by the duly appointed Conveyancer of the amount due shall be *prima facie* proof for the purposes of provisional sentence, summary judgment or any other legal remedy;

12.3.4 as an alternative to the remedies referred to in subparagraphs 12.3.2 and 12.3.3 above, the SELLER shall be entitled to claim damages from the PURCHASER and to this end the SELLER shall be entitled to retain all amounts paid in respect of the purchase price and interest thereon until such time as the SELLER’s damages have been established and duly paid. Such damages shall as and from the date of determination thereof bear interest at the PRESCRIBED RATE OF INTEREST.
12.3.5 in the event of cancellation of this Agreement in consequence of a breach of contract on the part of the PURCHASER, it is agreed that the PURCHASER shall have no right of recourse against the SELLER in respect of any improvements effected on the PROPERTY, and the PURCHASER shall, moreover, have no lien in respect thereof or on the PROPERTY.

13.0 SCALE OF COSTS

In the event of a party’s failing to fulfill any obligation imposed upon him in terms of this Agreement, he shall be liable for the payment of all legal costs incurred by the aggrieved party, including costs on an attorney and client scale and collection commission at the then ruling rate together with Value-Added Tax at the ruling rate on all of the aforementioned.

14.0 JURISDICTION

The SELLER and the PURCHASER consent to the jurisdiction of the Magistrate’s Court in respect of any legal proceedings arising from this Agreement. The SELLER reserves the right at his election to institute such action in the Supreme Court and to recover legal costs in accordance with the Supreme Court tariff.

15.0 INSURANCE

15.1 The parties acknowledge and confirm that upon a signing of this Deed a change in the SELLER’s insurable interest in the PROPERTY occurs rendering the SELLER liable to forthwith notify his Insurers thereof. The SELLER does not, however, warrant that his insurance is adequate to cover the replacement value of the improvements on the PROPERTY.

15.2 The SELLER undertakes to comply with the obligation referred to in the preceding subparagraph and the PURCHASER shall be liable to refund the premiums in respect of such insurance calculated from the DATE OF POSSESSION to date of registration of transfer.
15.3 The PURCHASER shall, if the SELLER so elects and after written notification to the PURCHASER, forthwith and at his expense be liable to:

15.3.1 comprehensively insure all the improvements on the property (with the inclusion of cover against political riot) for the replacement value thereof as and from the DATE OF POSSESSION;

15.3.2 have the SELLER’s interest in the PROPERTY duly noted by the Insurance Company concerned;

15.3.3 timeously effect due payment of all insurance premiums;

15.3.4 exhibit written proof to the SELLER or the duly appointed Conveyancer of the existence of such insurance, payment of the premiums in respect thereof and compliance with the provisions of 15.3.2 above upon being so requested to do.

15.4 If the PURCHASER should be in breach of any obligation imposed upon him pursuant to the provisions of the preceding subparagraph, the SELLER shall be entitled, albeit not obliged, to remedy the same and recover from the PURCHASER all expenses incurred by him with interest thereon at the PRESCRIBED RATE OF INTEREST and legal costs as prescribed in paragraph 13.0 hereof.

16.0 VAT

16.1 The SELLER confirms that for purposes of this Agreement he is not a registered vendor and he unconditionally and irrevocably indemnifies the PURCHASER and the Conveyancer against any claim for Value-Added Tax arising from the sale of the PROPERTY.

17.0 DOMICILIJU CITANDI

17.1 For all purposes of this Agreement and the service of a legal process the parties choose the following addresses as their respective domicilia citandi et executandi:

[Signature]
17.1.1 The SELLER: 25 De Jager Street, Bloemfontein

17.1.2 The PURCHASER: 172 Church Street, Bloemfontein

17.2 Any notice or letter addressed to any party at his respective address and sent by pre-paid registered post shall be deemed to have been received by that party 5 (FIVE) days after posting thereof, as aforesaid, or, if delivered by hand, on the date of delivery.

17.3 Any party shall be entitled from time to time to change his domicili um citandi et executandi by written notice to the other party, provided that such address is within the Republic of South Africa and provided further that such address is not a Post Box or poste restante.

18.0 GENERAL

18.1 This Agreement constitutes the sole and exclusive Agreement between the parties with regard to the sale and purchase of the PROPERTY.

18.2 No amendment, amplification or consensual cancellation of this Agreement shall be of force, unless reduced to writing and signed by the parties or their agents duly authorised thereto in writing.

18.3 All the terms and conditions of this Agreement shall be deemed to be material.

18.4 Any relaxation, indulgence, extension or waiver which one party may grant or extend to the other, shall in no way affect or prejudice the rights of the former under this Agreement or in any way be regarded as a waiver or novation of the former’s rights in terms of this Agreement.
THUS DONE and SIGNED at BLOEMFONTEIN on 31st JULY 1995

AS WITNESSES:

1. 

2. JONNIE HILDERGROENWALD
   Director
   Brothers on the Rise Carwash & Valet Centre
   Bloemfontein, South Africa

THUS DONE and SIGNED at BLOEMFONTEIN on 31st JULY 1995

AS WITNESSES:

1. 

2. JONNIE HILDERGROENWALD
   Director
   Brothers on the Rise Carwash & Valet Centre
   Bloemfontein, South Africa

SIGNED

SELLER

PURCHASER
ANNEXURE 4:

CARWASH’S INTENDED LAYOUT AND APPEARANCE
Above average return on investment

On the other side a price that is better than just competitive. Nationwide back-up, provided by any of our ten branches or ten regional sales/service centres is one more aspect to consider when you select a carwash system.

TURN-KEY PROJECT OPTION
Installing a carwash on a turn-key project basis saves money and aggravation. No need to negotiate with architects, builders, electrical contractors and plumbers.

Now is the time to follow consumer tendencies:

1992
- Hand wash: 23%
- Spray wash: 50%
- Brush wash: 25%

1996
- Hand wash: 22%
- Spray wash: 63%
- Brush wash: 15%
ANNEXURE 5:

PROMOTIONAL MATERIALS
ANNEXURE 6:

LETTERS OF INTENT
LETTER OF INTENT
NON BINDING

BROTHERS ON THE RISE CARWASH AND VALET CENTRE

Directions:
1. Complete this letter of intent with own handwriting
2. Use block letters and black pen only
3. Mark appropriate blocks with an “X”
4. All questions must be answered in full

1. Personal particulars
Surname: ..........Sonker ... Names (in full): .......Emiel, ... Johan.
Initials: ..........E, ......S ............. Title (Mr/Mrs): ........Mr ..........
Telephone: (051) 448-5740 ... Cell: .......082 ....3899 ....071

2. Business particulars:
Business name: ...Johan Sonker Motors ...
Type of business: .....Bakkie Service...
Physical address: ........Kerkstreet 173 ...
City/town: ..........Potchefstroom ...
Postal code: ........9307 ...
Province: ........Free State ...
Postal address: ..................................................
.....................................................
Telephone number: (051) 448 5746/41/48
Cell number: 082...3399...677...
Email address: bakkiesentrav@gmail.com
Fax number: 086...593...1622

3. Services that we offer:

Below lays a list of services that we offer. Please mark with an “X” the services that would meet your business needs.

Carwash services:

- **Interior super clean R35**
  Vacuum and Dash.

- **Exterior super wash R35**
  Full carwash and tyre polish.

- **Universal wash R45**
  Full carwash, tyre polish, vacuum and dash.

- **Universal super wash R50**
  Full carwash, tyre polish, vacuum, dash and car wax.

- **Universal mega wash R55**
  Full carwash, tyre polish, vacuum, dash, car wax and window bright polish.

- **Universal crazy wash R60**
  Full carwash, tyre polish, vacuum, dash, car wax, window bright polish and tar remover.

- **Universal turbo wash R100**
  Full carwash, tyre polish, vacuum, dash, car wax, window bright polish, tar remover and spot clean (insects) and engine wash.

Valet wash services R250
Full carwash, full upholstery wash, seats and mat wash (carpet), engine wash, degreaser, aluminium cleaner, stainless steel cleaner, tyre polish, vacuum, dash, car wax, window bright polish, tar remover and spot clean (insects).

Estimated number of cars that would require the marked services a month: 24

---

Business stamp (if applicable)
4. Declaration:

1. ....E. ......S. .....(initials and Surname) hereby certify that the information provided on this form is true correct. I further understand that this is a non binding letter of intent and that it does not serve as an obligation or a contract to me. This letter of intent can be cancelled at anytime by either the client or the service provider in the presence of both parties.

   SIGNATURE (CLIENT): ........................................ DATE: .......... 
   SIGNATURE (SERVICE PROVIDER): ......................... DATE: . . . .


LETTER OF INTENT
NON BINDING

BROTHERS ON THE RISE CARWASH AND VALET CENTRE

Directions:
1. Complete this letter of intent with own handwriting
2. Use block letters and black pen only
3. Mark appropriate blocks with an “X”
4. All questions must be answered in full

1. Personal particulars

Surname: ……………………… Names (in full): ………………………

Initials: ……………………… Title (Mr/Mrs): ………………………

Telephone: ………………………... Cell: ………………………

2. Business particulars:

Business name: ………………………

Type of business: ………………………

Physical address: ………………………

City/town: ………………………

Postal code: ………………………

Province: ………………………

Postage address: ………………………

Page 64
Telephone number: ........................................
Cell number: ...........................................
Email address: ...........................................
Fax number: ...........................................

3. Services that we offer:

Below lays a list of services that we offer. Please mark with an “X” the services that would meet your business needs.

Carwash services:

- **Interior super clean R35**
  Vacuum and Dash.

- **Exterior super wash R35**
  Full carwash and tyre polish.

- **Universal wash R45**
  Full carwash, tyre polish, vacuum and dash.

- **Universal super wash R50**
  Full carwash, tyre polish, vacuum, dash and car wax.

- **Universal mega wash R55**
  Full carwash, tyre polish, vacuum, dash, car wax and window bright polish.

- **Universal crazy wash R60**
  Full carwash, tyre polish, vacuum, dash, car wax, window bright polish and tar remover.

- **Universal turbo wash R100**
  Full carwash, tyre polish, vacuum, dash, car wax, window bright polish, tar remover and spot clean (insects) and engine wash.

Valet wash services R250
Full carwash, full upholstery wash, seats and mat wash (carpet), engine wash, degreaser, aluminium cleaner, stainless steel cleaner, tyre polish, vacuum, dash, car wax, window bright polish, tar remover and spot clean (insects).

Estimated number of cars that would require the marked services a month: ........
4. Declaration:

[Handwritten text] I, [Initials and Surname], hereby certify that the information provided on this form is true and correct. I further understand that this is a non-binding letter of intent and that it does not serve as an obligation or a contract to me. This letter of intent can be cancelled at anytime by either the client or the service provider in the presence of both parties.

SIGNATURE (CLIENT): [Signature] DATE: [Date]

SIGNATURE (SERVICE PROVIDER): [Signature] DATE: [Date]
LETTER OF INTENT
NON BINDING

BROTHERS ON THE RISE CARWASH AND VALET CENTRE

Directions:
1. Complete this letter of intent with own handwriting
2. Use block letters and black pen only
3. Mark appropriate blocks with an “X”
4. All questions must be answered in full

1. Personal particulars
Surname: ........................................ Names (in full): ........................................
Initials: ........................................ Title (Mr/Mrs): ........................................
Telephone: ........................................ Cell: ........................................

2. Business particulars:
Business name: ........................................
Type of business: ........................................
Physical address: ........................................
City/town: ........................................
Postal code: ........................................
Province: ........................................
Postal address: ........................................
........................................
........................................
Telephone number: ……………………………..............
Cell number: …………………………………………………
Email address: …………………………………………………
Fax number: …………………………………………………

3. Services that we offer:

Below lays a list of services that we offer. Please mark with an “X” the services that would meet your business needs.

Carwash services:

- **Interior super clean R35**
  Vacuum and Dash.

- **Exterior super wash R35**
  Full carwash and tyre polish.

- **Universal wash R45**
  Full carwash, tyre polish, vacuum and dash.

- **Universal super wash R50**
  Full carwash, tyre polish, vacuum, dash and car wax.

- **Universal mega wash R55**
  Full carwash, tyre polish, vacuum, dash, car wax and window bright polish.

- **Universal crazy wash R60**
  Full carwash, tyre polish, vacuum, dash, car wax, window bright polish and tar remover.

- **Universal turbo wash R100**
  Full carwash, tyre polish, vacuum, dash, car wax, window bright polish, tar remover, spot clean (insects) and engine wash.

**Valet wash services R250**
Full carwash, full upholstery wash, seats and mat wash (carpet), engine wash, degreaser, aluminium cleaner, stainless steel cleaner, tyre polish, vacuum, dash, car wax, window bright polish, tar remover and spot clean (insects).

Estimated number of cars that would require the marked services a month: …………….
4. Declaration:

I, ___________________________ (initials and Surname) hereby certify that the information provided on this form is true correct. I further understand that this is a non binding letter of intent and that it does not serve as an obligation or a contract to me. This letter of intent can be cancelled at anytime by either the client or the service provider in the presence of both parties.

SIGNATURE (CLIENT): ___________________________  DATE: ___________________________

SIGNATURE (SERVICE PROVIDER): ___________________________  DATE: ___________________________
LETTER OF INTENT
NON BINDING

BROTHERS ON THE RISE CARWASH AND VALET CENTRE

Directions:
1. Complete this letter of intent with own handwriting
2. Use block letters and black pen only
3. Mark appropriate blocks with an “X”
4. All questions must be answered in full

1. Personal particulars
Surname: ........................................ Names (in full): ........................................
Initials: ........................................ Title (Mr/Mrs): ........................................
Telephone: ........................................ Cell: ........................................

2. Business particulars:
Business name: ........................................
Type of business: ........................................
Physical address: ........................................
City/town: ........................................
Postal code: ........................................
Province: ........................................
Postal address: ........................................
Telephone number: 011-644-7832
Cell number: 083-245-6547
Email address: 
Fax number: 011-441-7836

3. Services that we offer:

Below lays a list of services that we offer. Please mark with an “X” the services that would meet your business needs.

Carwash services:

- **Interior super clean R35**
  Vacuum and Dash.

- **Exterior super wash R35**
  Full carwash and tyre polish.

- **Universal wash R45**
  Full carwash, tyre polish, vacuum and dash.

- **Universal super wash R50**
  Full carwash, tyre polish, vacuum, dash and car wax.

- **Universal mega wash R55**
  Full carwash, tyre polish, vacuum, dash, car wax and window bright polish.

- **Universal crazy wash R60**
  Full carwash, tyre polish, vacuum, dash, car wax, window bright polish and tar remover.

- **Universal turbo wash R100**
  Full carwash, tyre polish, vacuum, dash, car wax, window bright polish, tar remover and spot clean (insects) and engine wash.

**Valet wash services R250**
Full carwash, full upholstery wash, seats and mat wash (carpet), engine wash, degreaser, aluminium cleaner, stainless steel cleaner, tyre polish, vacuum, dash, car wax, window bright polish, tar remover and spot clean (insects).

Estimated number of cars that would require the marked services a month: ± 5.
4. Declaration:

I, [Surname] hereby certify that the information provided on this form is true correct. I further understand that this is a non-binding letter of intent and that it does not serve as an obligation or a contract to me. This letter of intent can be cancelled at anytime by either the client or the service provider in the presence of both parties.

SIGNATURE (CLIENT): [Signature] DATE: [Date]

SIGNATURE (SERVICE PROVIDER): [Signature] DATE: [Date]
ANNEXURE 7:

GOVERNMENT GARAGE DOCUMENTS
WesBank Auto

Merchant Application Form

For Official use:
Client Code: ____________________________ Merchant Number: ____________________________

Please complete all the information requested on this application.

Name and Address details of business:

<table>
<thead>
<tr>
<th>Trading Name:</th>
<th>Company Reg no:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registered Name:</td>
<td>VAT Registration</td>
</tr>
<tr>
<td>Name of Holding Company: (if part of a group or franchise)</td>
<td></td>
</tr>
<tr>
<td>Full names and ID no’s of Owner/Director/Partner/Member(s):</td>
<td></td>
</tr>
<tr>
<td>Partners ID and Full names:</td>
<td></td>
</tr>
<tr>
<td>Business Postal Address:</td>
<td>Postal Code:</td>
</tr>
<tr>
<td>Business Physical Address:</td>
<td>Postal Code:</td>
</tr>
<tr>
<td>Is this a new business:</td>
<td></td>
</tr>
<tr>
<td>Is this a name change:</td>
<td></td>
</tr>
<tr>
<td>Name of previous owner:</td>
<td></td>
</tr>
<tr>
<td>Previous name &amp; WesBank Auto No:</td>
<td></td>
</tr>
<tr>
<td>How long has this business been in operation? Years and months</td>
<td></td>
</tr>
</tbody>
</table>

Details of appointed contact person:

<table>
<thead>
<tr>
<th>Surname:</th>
<th>Initials:</th>
<th>Title:</th>
<th>Area Code &amp; Telephone:</th>
<th>Fax No:</th>
<th>Email Address</th>
</tr>
</thead>
</table>

Nature of business (Please tick the applicable Block):

- Filling Station
- Petrol & Workshop
- Workshop

Brand of Fuel sold (Only for filling station owners):

- BP
- Caltex
- Engen
- Sasol
- Total
- Zenex
- Afric Oil
- Shell
- Topco

Banking Details

<table>
<thead>
<tr>
<th>Banking Institution:</th>
<th>Clearing/Branch Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch Name:</td>
<td>Cheque Account</td>
</tr>
<tr>
<td>Account Holders Name:</td>
<td>Account Number:</td>
</tr>
</tbody>
</table>

Merchant Status with other Banking Institutions: (If yes, please supply merchant number)

| ABSA: | NedBank: |
| FNB: | Standard: |
| Other Institution: |

Workshop Details

<table>
<thead>
<tr>
<th>Number of work-bays:</th>
<th>Is there a secured storage place for the vehicles:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Do you have insurance on the premises:</td>
<td>Is there a security guard or company protecting the premises:</td>
</tr>
<tr>
<td>Type of security:</td>
<td>Is the workshop in a Residential or Business area?</td>
</tr>
<tr>
<td>Supply a Utility bill for the last 2 months</td>
<td></td>
</tr>
</tbody>
</table>

General Information

| Do you have an electronic terminal?: | Terminal number: |
| From which institution is the terminal?: | Are you a member of RMI? |
| RMI DB number: | Are you rated by RMI for SAMBRA DB number: |
| Do you have tow-in services: | Number of qualified staff: |
| Your workshop vehicle output per day?: | Total number of staff: |
| Do you have other businesses?: | Please supply names: |

Supply WesBank Auto with copies of qualified staff certificates:

I, (Full names), ____________________________ the owner of ____________________________

Confirm that the above information is true and a correct reflection of my business:

Signed, ____________________________ Date, ____________________________

Witness signed, ____________________________ Date, ____________________________
ADDENDUM TO THE MERCHANT AGREEMENT

Terms and conditions for accepting WestBank Auto cards for fuel, oil and/or undertaking repairs and maintenance to the Vehicle Fleet of National Government Departments, the Province of KwaZulu Natal Transport, Provincial Administration and the South African Police Service.

This addendum forms part of and shall be read in conjunction with the Merchant Agreement between WestBank Auto (Pty) Ltd (hereafter referred to as WestBank Auto) and The Merchant (hereafter referred to as THE MERCHANT) and shall be applicable in respect of all WestBank Auto customers. In the event of any ambiguity or conflict the terms and conditions stated in this Addendum shall take precedence. Save as aforesaid the terms and conditions in the Merchant Agreement referred to above shall read as forming part of this Agreement mutatis mutandis.

It is hereby especially agreed between WestBank Auto and The Merchant that the Merchant Agreement shall be terminated forthwith upon contravention by The Merchant of any of the terms and conditions stipulated in the original Agreement and/or this Addendum.

PART ONE - FUEL AND OIL MERCHANT

IT IS HEREBY AGREED AS Follows:

The merchant shall:

1. Provide fuel and oil only to the vehicle described on the card.
2. Electronic vouchers processed on Electronic Data Capture equipment (EDC) will be used in all instances and manual vouchers may only be processed where proof is supplied that the EDC is out of order, where such proof cannot be supplied, the Merchant will be debited back with the value of the manual transaction.
3. Only WestBank Auto vouchers obtained from the driver of the vehicle may be used for processing of manual entries.
4. Fuel Merchants must, in all instances, comply with the terms and conditions of the full Merchant Agreement, inclusive of all signed addendums.
5. Fuel in excess of tank capacities as imprinted on the card shall not be supplied. Nor will payment be settled.
6. Details on the voucher must be completed legibly and in full. Incomplete vouchers will be debited back to the Merchant’s bankers.
7. The Merchant and/or his staff must ensure:
   7.1 That the registration of the vehicle corresponds with the card.
   7.2 Vehicle make and model is the same as on the card.
   7.3 Colour of the vehicle is the same as imprinted on the card.
   7.4 That only the tank fitted to the vehicle is filled.
   7.5 That no other vehicle is filled.
   7.6 That no canisters or drums are filled.
   7.7 That cash is not exchanged for vouchers.
   7.8 That the amount of the voucher reflects the correct amount of the fuel/oil supplied.
   7.9 That no other purchases are billed under fuel or oil categories.
   7.10 That cards are not used for purchases from forecourt shops.
   7.11 Cards must not be swiped twice.
   7.12 Where electronic systems are available, the driver may not use manual vouchers.
   7.13 Only WestBank Auto stationery may be used. Where incorrect stationery is used, WestBank Auto will have the right to charge an administration fee on the return of these vouchers to the Merchant.
   7.14 WestBank Auto will not accept any payment method other than VIT transactions. Electronic capture equipment transactions and WestBank Auto vouchers for the dispensing of fuel.
   7.15 Where any amounts are reversed for any of the above reasons and not accepted by the merchant, his facilities in terms of this Addendum, will be terminated.
   7.16 Documentation related to fuel and oil must be retained by the Merchant for a minimum period of three (3) years.
PART TWO - FUEL MERCHANT WITH VEHICLE IDENTIFICATION TECHNOLOGY (VIT)

IT IS HEREBY AGREED AS FOLLOWS:

The merchant shall:

8. The Merchant and his staff must ensure:

8.1 That only the vehicle displaying an e-fuel sticker is actually refuelled.
8.2 That the pump-dispensing nozzle is placed close to the VIT chip in order for the electronic verification to take place before dispensing fuel into the vehicle’s fuel tank.
8.3 That the vehicle’s fuel tank is only filled after verification has taken place.
8.4 That only the tank fitted to the vehicle is filled.
8.5 That no canisters or drums are filled.
8.6 That cash is not exchanged for any non-fuel transaction.
8.7 That the amount on the EDC slip reflects the correct amount of the fuel sold.
8.8 That only top-up oil may be transacted through the VIT technology. No lubrication oils or brakefluid may be purchased through the VIT.

8.9 That no other purchases are billed under fuel or oil categories.
8.10 Where electronic systems are available, the driver may not use manual vouchers.
8.11 WesBank Auto will not accept any payment method other than VIT transactions. Where any amounts are reversed for any of the above reasons and not accepted by the facilities in terms of this addendum, will be terminated.

PART THREE - MAINTENANCE & REPAIRS MERCHANT

Note. That where the word Repair is used, it refers to vehicle repairs, services, and maintenance and body repairs.

IT IS HEREBY AGREED AS FOLLOWS:

The merchant shall ensure that:

9. No vouchers may be processed for repairs and maintenance to the vehicle.
10. The card will only serve as an identification card when repairs and maintenance are required to the vehicle.
11. The Merchant may only repair the vehicle if he is a Government approved Merchant of WesBank Auto.
12. The Merchant may not accept any vehicles for repairs in excess of the number of units specified from WesBank Auto from time to time.
13. Repairs may not commence on a vehicle before the Merchant has obtained an authorisation number confirmed by a facsimile from WesBank Auto.
14. The merchant shall quote the vehicle’s engine and chassis number to WesBank Auto when obtaining an authorisation.
15. The merchant shall not levy storage fees or any similar charges for vehicles before, during or after repairs have been undertaken or where such repair to a vehicle was not authorised.
16. Any Merchant shall not refuse or prevent a vehicle from being removed from his premises on instructions from WesBank Auto or a manager from the Vehicle Fleet of National Government Departments, the Province of KwaZulu Natal Transport, Provinicial Administration and the South African Police Service.
17. All repairs rendered to vehicles will have, in the case of parts, a warranty equal to the period of the warranty afforded by the manufacturer thereof.

16.1 In the case of defective workmanship, the Merchant shall make good any such workmanship free of charge within a period of one month (or such other period as may be agreed in writing by The Merchant and WesBank Auto).
16.2 WesBank Auto will not pay a labour rate in excess of R........ per hour for any work done on a Government vehicle.
16.3 WesBank Auto will not pay for parts exceeding 20% of the parts purchase price (the "price referred to is the price that the merchant has acquired the parts for") WesBank Auto will require proof thereof from time to time.

16.4 The merchant shall reflect the percentage of discount given on the invoice.

16.5 The merchant shall be responsible for towing services where a vehicle has broken down due to any repair, which is still under warranty and has caused the breakdown of such vehicle.

17. Where a Merchant disputes a warranty claim on the basis of driver abuse, both parties shall accept as final the decision of a mutually acceptable independent third party.

18. Merchants must supply WesBank Auto with a time period for completion of work authorised on vehicles and in the event of the Merchant being unable to complete such work within the given period, the Merchant must notify WesBank Auto of the delay, failing which, WesBank Auto shall have the right to remove the vehicle.

19. A Merchant must have adequate job schedules and costing systems and these must be available for audit purposes by WesBank Auto.

20. Merchants will be responsible for advising the nominated Government Responsibility Manager/WesBank Auto of when vehicles arrive on their premises for repair as well as on completion of such repairs as well as when vehicles are not collected within one day of notification.

21. WesBank Auto will effect payment for repairs to vehicles upon receipt of an authentic invoice subject to the following conditions.

21.1 Work shall have been authorised (in terms of Clause 13) before work has started.

21.2 Value of invoice and description of repair effected shall correspond with authorisation.

21.3 Vehicle description must correspond with details of vehicle authorised for repairs.

21.4 Work shall have been duly completed.

21.5 WesBank Auto/Government Official will inspect vehicles before, during and after work is undertaken.

21.6 In the event of any irregularities arising from the above conditions, WesBank Auto shall have right to cancel the facilities in terms of the addendum with immediate effect.

21.7 Merchants shall undertake not to hold vehicles pending payment for repairs effected.

21.8 Merchants shall only release Government vehicles to duly authorised Government employees on possession of an official Government Release Form (This form is to be kept by the merchant for a period of three (3) years for audit purposes).

21.9 Merchants shall record the drivers name and the telephone number of the person booking the vehicle in.

21.10 The Merchant shall ensure that the Government Official signs and prints his full name and identity number on the invoice before taking delivery of the vehicle.

21.11 Invoices to be submitted for payment within three months from authorisation date. Failure in adhering will result in non-payment.

GENERAL CONDITIONS (applicable to all of the above parts)

22. WesBank Auto will make payment to a nominated bank of the Merchant. The Merchant will be responsible to inform WesBank Auto in writing of any changes to his Bankers.

23. While vehicles are on the premises of a Merchant, the Merchant shall be responsible for any damage, theft or any other loss to the vehicle, which is caused by wilful or negligent act/inomission of the Merchant or its employees, notwithstanding any disclaimer, which must otherwise apply.

23.1 Merchants rendering a tow in service shall ensure that the vehicle is adequately secured whilst in transit.

24. Documentation related to repairs and tyres to be retained by the Merchant for a minimum period of three (3) years.

25. WesBank Auto shall conduct regular inspections and audits of approved WesBank Auto Merchants and WesBank Auto reserves the right to terminate a Merchant Agreement immediately, in the event of the breach of any of the terms and conditions hereof.

26. A Director, Owner, Member, Dealer Principal or any person involved or who has been financially involved with a Merchant or company whose appointment has been cancelled as a supplier of services and repairs to customers of WesBank Auto, may not apply to become a government-approved merchant again.

27. Where unauthorised services are supplied, the value will be reversed from the Merchant’s Bankers.
28. Where it has been confirmed that the Merchant has defrauded or acted negligently to the prejudice of a 
customer of WesBank Auto, the facilities of such a Merchant will be immediately terminated.

29. The purchase price payable in respect of such sale and cession shall be an amount equal to the total 
reflected on the invoice less merchant commission plus VAT on commission. The Merchant’s banking 
account as indicated to WesBank Auto shall be credited with the total amount reflected on the invoice 
less merchant commission plus VAT on commission.

30. **Note:** This agreement has been compiled into three parts namely: Fuel and Oil merchants, Fuel 
merchants with VIT technology and Maintenance & Repairs merchants. The duly authorised 
representative of the business must clearly indicate below which facet of business is being conducted. 
The implication of this selection is that the terms and condition as stipulated under Parts 1-3 will only be 
applicable to the part selected. The General conditions of this agreement are and will remain applicable 
to all the parts irrespective of the number of parts selected.

<table>
<thead>
<tr>
<th>Business Facet</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part One - Fuel and Oil Merchant</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part Two - Fuel Merchant with VIT Technology</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Part Three - Maintenance and Repairs Merchant</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

31. This addendum is executed for and on behalf of the Merchant by ............................................ 
In his capacity as ......................................................, who warrants that he is duly authorised to enter into 
this Agreement/Addendum.

DONE AND SIGNED AT ................................................... ON .........................................

MERCHANT............................................................. FOR: WESBANK AUTO (PTY) LTD

1. ............................................................. As witness for Merchant

2. ............................................................. As witness for Merchant

............................................................. As witness for WesBank Auto

............................................................. As witness for WesBank Auto
# MERCHANT AGREEMENT

entered into by and between

First Auto (Proprietary) Limited
(“First Auto”)

<table>
<thead>
<tr>
<th>Description and Registration Number</th>
<th>a private company registered in accordance with the laws of South Africa with registration number 2000010191/07</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address</td>
<td>2nd Floor WestBank, Enterprise Road, Fairland, 2170</td>
</tr>
<tr>
<td>Postal Address</td>
<td>PO Box 7743 Johannesburg 2000</td>
</tr>
<tr>
<td>Fax No.</td>
<td></td>
</tr>
<tr>
<td>Signed at</td>
<td>Date</td>
</tr>
</tbody>
</table>

Name

Designation

who warrant that they are duly authorised to sign

As Witnesses

Name

and

……………… (Proprietary) Limited/CC
(“the Merchant”)

<table>
<thead>
<tr>
<th>Description and Registration Number</th>
<th>a private company registered in accordance with the laws of South Africa with registration number ………</th>
</tr>
</thead>
<tbody>
<tr>
<td>Physical Address</td>
<td>(Complete)</td>
</tr>
<tr>
<td>Postal Address</td>
<td>(Complete)</td>
</tr>
<tr>
<td>Fax No.</td>
<td>(Complete)</td>
</tr>
<tr>
<td>Signed at</td>
<td>Date</td>
</tr>
</tbody>
</table>

Name

Designation

who warrants that they are duly authorised to sign

As Witnesses

Name

Merchant Details

<table>
<thead>
<tr>
<th>First Auto Merchant No</th>
<th>Fuel &amp; Oil</th>
<th>Fuel with VIT</th>
<th>Maintenance &amp; repairs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bank Details</td>
<td>Bank</td>
<td>Account Holder</td>
<td>Account Number</td>
</tr>
</tbody>
</table>

In terms of which the parties agree as follows:
1 Appointment as Merchant

1.1 The purpose of this Agreement is to provide a facility where the Merchant accepts Cards as a form of payment for Goods and Services.

1.2 Upon signature of this Agreement by First Auto and the Merchant, the Merchant will be appointed as a Merchant on the terms and conditions set out in this Agreement.

1.3 The relationship between the Merchant and First Auto is set out in this Agreement.

2 Definitions and Interpretation

2.1 In this Agreement, unless the context otherwise indicates:

2.1.1 “Administration Fee” means the fee payable by the Merchant to First Auto in respect of any authorised debts made by First Auto from the Merchant’s Bank Account which are returned as unpaid, such fee being an amount of R50 (exclusive of VAT which shall be added at the applicable rate) per unpaid debt. Notwithstanding anything to the contrary in this Agreement, First Auto may increase the Administration Fee from time to time provided that at least 3 (three) months’ written notice of any such increase shall be given by First Auto to the Merchant;

2.1.2 “Agreement” means this agreement together with all Schedules and annexures which may form part of the agreement, from time to time;

2.1.3 “Business Day” means each day of the week excluding Saturday, Sunday and any gazetted public holidays in the Republic of South Africa;

2.1.4 “Card” means a card issued by First Auto to a Customer for procurement of Goods, Services and/or Toll Fees, which shall include, without limitation, magnetic strip and chip-embedded cards;

2.1.5 “Card Transaction” means a transaction between a Merchant and the Customer which is processed or facilitated by a Card;

2.1.6 “Chip embedded card transaction” means a transaction conducted on a card which has a chip embedded in the card;

2.1.7 “Client Copy” means the copy of the EDC Sales Voucher designated as such;

2.1.8 “Commission” means the commission payable by the Merchant to First Auto which is (unless otherwise agreed by the Parties in writing) equal to 5% (five percent) of the total amount (exclusive of any VAT) reflected on the Invoice and/or EDC Sales Voucher but excludes all amounts in respect of the sale by the Merchant to a Customer of petrol, diesel, brake fluid, lubricating and transmission oil. VAT at the applicable rate shall be added to the Commission. Notwithstanding anything to the contrary in this Agreement, First Auto may increase the rate of commission from time to time provided that at least 3 (three) months’ written notice of any such increase shall be given by First Auto to the Merchant;

2.1.9 “Customer” means a Person to whom a Card has been issued who has accepted the terms and conditions of the Customer Agreement;

2.1.10 “Customer’s Agent” means those natural persons who are authorised by the Customer to use a Card on its behalf in respect of a Unit/Vehicle whose Registration Number appears on that Card;

2.1.11 “Customer Agreement” means the agreement entered into between First Auto and the Customer in respect of a Card;

2.1.12 “EDC Transaction” means a Card Transaction where payment is made by reading the Card via an EDC Terminal as distinct from a POI Transaction;

2.1.13 “EDC Sales Voucher” means a record of a Card Transaction processed via EDC Terminal and includes a Tag facilitated transaction;

2.1.14 “EDC Terminal” means an electronic data capture terminal;

2.1.15 “First Auto” means First Auto (Proprietary) Limited, a company registered according to the laws of South Africa with registration number 2000/010181/07;

2.1.16 “Goods” means petroleum products (including, inter alia, petrol, diesel, gas, liquid petroleum gas, brake fluid, lubricating and/or transmission oils) available from the forecourt of a fuel service station and/or such other items as may be authorised, in writing, from time to time by First Auto;

2.1.17 “Invoice” means a tax invoice issued by a Merchant in respect of Goods supplied to or Services rendered in respect of a Unit/Vehicle;

2.1.18 “Main Section” means the terms and conditions as set out in clauses 1 to 19 of this portion of the Agreement, as distinct from those contained in any Schedule;

2.1.19 “Merchant” means a Person who has contracted with First Auto in terms of this Agreement to honour Card Transactions in...
respect of Goods and Services and unless otherwise expressly indicated or the context clearly requires, includes a Merchant's Agent;

2.1.20 "Merchant's Agent" means a Person who is authorised by the Merchant to accept and process a Card on the Merchant's behalf in respect of the Unit/Vehicle whose Registration Number appears on the Card and/or to issue an Invoice in respect of Goods and Services and includes the Merchant's employees, agents and officers;

2.1.21 "Merchant's Bank Account" means the Merchant's bank account, which details appear on the cover of this Agreement or such replacement account the details of which are notified by the Merchant to First Auto from time to time in writing;

2.1.22 "Merchant Copy" means the copy of the EDC Sales Voucher designated as such;

2.1.23 "Merchant Commission Statement" means a monthly tax invoice issued by First Auto to the Merchant setting out the POI Transactions in respect of that month, the Commission and Transaction fees paid to First Auto in respect of POI Transactions and any Commission, Transaction Fees and Administration Fees payable to First Auto;

2.1.24 "Party/Parties" means the parties to this Agreement, whether individually or collectively;

2.1.25 "Person" includes all juristic entities and/or natural persons;

2.1.26 "POI Transaction" means a Card Transaction where payment is made after presentation of the Invoice by the Merchant as distinct from an EDC Transaction;

2.1.27 "Prime Lending Rate" means the lending rate (percent per annum, compounded monthly) as published by FirstRand Bank Limited, from time to time in respect of its most favoured corporate clients unsecured overdraft facilities, as certified by any manager of such bank, whose appointment and authority it shall not be necessary to prove;

2.1.28 "Purchase" means the acquisition by the Customer or the Customer's Agent of the Goods, Services, Toll Fees or such other Card Transaction/s as are contemplated in the Customer Agreement;

2.1.29 "Registration Number" means the Natis registration number applicable to a Unit/Vehicle being a unique serial number or a fleet number as nominated and supplied by the Customer linking the Card to a Unit/Vehicle;

2.1.30 "Schedule" means a schedule to this Agreement;

2.1.31 "Services" means any mechanical repairs or maintenance provided to a Unit/Vehicle, including the provision of parts (which in turn includes but is not limited to car batteries and tyres) and/or Goods required for mechanical repairs or maintenance of a Unit/Vehicle, excluding any repairs or maintenance work to the body or trim of a Unit/Vehicle;

2.1.32 "Tag" means a device, electronic or otherwise, which may or may not be fitted in a Vehicle and which permits or facilitates a Purchase, without a Card;

2.1.33 "Transaction Fee" means the fee payable by the Merchant to First Auto in respect of POI Transactions, such fee being an amount of R 3,95 (exclusive of VAT which shall be added to same at the applicable rate) per payment made by First Auto to the Merchant. Notwithstanding anything to the contrary in this Agreement, First Auto may increase the Transaction Fee from time to time;

2.1.34 "Unit" means an item of plant, equipment and/or container (motorised or non motorised) identified from time to time as contemplated in clause 2.2 of the Customer Agreement;

2.1.35 "VAT" means value-added tax levied in terms of the Value-Added Tax Act No. 89 of 1991;

2.1.36 "Vehicle" means any vehicle designed or adapted for propulsion or haulage on a road by means of fuel, gas or electricity, including a trailer, a caravan, an agricultural or any other implement designed or adapted to be drawn by such motor vehicle and further including earthmoving and quarrying equipment, identified from time to time as contemplated in clause 2.2 of the Customer Agreement;

2.1.37 "VIT" means vehicle identification technology, being technology which allows a pump dispensing nozzle of a fuel tank in a forecourt to read a Tag placed in a Vehicle/Unit;

2.2 In this Agreement, unless the context otherwise indicates, words importing the singular shall include the plural and vice versa.

2.3 All headings and titles in this Agreement are inserted for convenience only and are to be ignored in the interpretation of this Agreement.

2.4 Terms defined in this Agreement have the same meaning in the Schedule to this Agreement, unless specifically indicated to the contrary in the Schedule.

2.5 Unless a contrary intention clearly appears, the term "in writing" means a handwritten or typed
notice or communication and includes a notice or communication transmitted by telefax or email.

2.6 Any reference to any statute or statutory provision is a reference to that statute or statutory provision at the date of signature of this Agreement by the Party who signs last in time, and as amended or re-enacted from time to time.

2.7 Where any numerical figures are referred to in numerals and words, if there is any conflict between the two, the words shall prevail.

2.8 If any provision in this clause 2 is a substantive provision conferring rights or imposing obligations on the Parties, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

2.9 Where any number of days is prescribed in this Agreement, that number shall be determined exclusively of the first and inclusively of the last day, unless the last day falls on a day which is not a Business Day, in which case the last day shall be the following Business Day.

2.10 The rule of construction that a contract be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply.

3 Duration and Termination

3.1 This Agreement shall come into operation as provided in clause 1, and shall remain in operation until such time as it is terminated by either:

3.1.1 the Merchant giving First Auto 3 (three) months’ written notice of termination;

3.1.2 First Auto giving the Merchant written notice thereof, which notice of termination shall be effective immediately.

3.2 Upon termination, the Merchant shall not honour any Cards issued by First Auto.

3.3 In the event of the Merchant honouring Cards of First Auto after the termination of this Agreement then, without prejudice to any other remedies which might thereupon be available to First Auto, First Auto may elect to apply the provisions of this Agreement to any subsequent Purchase as if the Agreement had not been terminated.

3.4 Termination of this Agreement will be subject to and not affect the obligations of the Parties incurred or arising prior to such termination becoming effective.

4 Merchant’s Obligations

4.1 The Merchant shall honour all valid and current Cards presented to it by any Customer or Customer’s Agent in accordance with the terms of this Agreement, by accepting it as a means of payment.

4.2 The Merchant shall charge its normal cash prices to Customers for Goods and Services Purchased using a Card.

4.3 The Merchant shall ensure that in the case of every Purchase:

4.3.1 the Card Transaction is not for any reason illegal or unlawful;

4.3.2 the Card Transaction does not involve fraud or collusion between the Merchant or the Merchant’s Agents and the Customer or the Customers Agents;

4.3.3 the Card presented to it bears the same Registration Number and/or Unit/Vehicle description as that of the Unit/Vehicle in respect of which Goods are supplied and/or Services are rendered;

4.3.4 the odometer reading of the Unit/Vehicle is recorded in respect of every Card Transaction;

4.3.5 the Vehicle make and model is the same as that specified on the Card;

4.3.6 the Vehicle colour is the same as that specified on the Card;

4.3.7 cash is not exchanged for EDC Sales Vouchers or Invoices;

4.3.8 the amount of the EDC Sales Voucher or Invoice reflects the correct amount of Goods supplied and/or Services rendered;

4.3.9 no other purchases are billed under Goods and/or Services as indicated on the card;

4.3.10 the Card is not used for purchases from forecourt shops.

4.3.11 Cards are not swiped twice on the EDC Terminal in respect of any one Purchase;

4.3.12 any limit as specified on the Card is not exceeded, unless the prior authorisation of First Auto is obtained in respect of that specific Purchase;

4.3.13 the Card presented to it is a Card that has not expired and for such purpose the expiry of a Card shall be the end of the last day of that month of that year as is imprinted on such Card;

4.3.14 the Card presented to it is not mutilated or defaced;

4.3.15 the Card presented to it is not a Card of which prior notice of cancellation has been given by First Auto to the Merchant;

4.3.16 the Card Transaction is processed via the EDC Terminal in all instances (unless it is a POI Transaction and the appropriate authorisation is obtained). The Merchant shall not process manual transactions with the supervisor override function of the EDC Terminal unless prior authorisation is received by First Auto provided
that where such authorisation is not acquired, the Merchant will be debited back with the value of the manual transactions;

4.3.17 EDC Sales Vouchers and Invoices are legible and complete in all respects;

4.3.18 EDC Sales Vouchers and Invoices are signed by and the name printed of the Customer or the Customer’s Agent in the presence of the Merchant, and in circumstances of an invoice produced the identification number of the Customer or Customer’s Agent;

4.3.19 EDC Sales Vouchers and Invoices are signed by the Merchant;

4.3.20 the Client Copy is provided to the Customer or the Customer’s Agent (in respect of EDC Transactions) or the original invoice is provided to the Customer or the Customer’s Agent (in respect of POI Transactions);

4.3.21 the Merchant Copy in respect of Goods shall be retained by the Merchant for a period of not less than 6 (six) months;

4.3.22 Invoices relating to Goods purchased or Services supplied and the Merchant Copy in respect of Services supplied shall be retained by the Merchant for a period of not less than 5 (five) years;

4.3.23 the Invoice is faxed to First Auto for payment within 3 (three) months of the Services being rendered on fax number 0861 001 310. The Merchant shall use his best endeavours to fax the Invoice to First Auto within 3 (three) Business Days of the Services being rendered, if such Invoice is not received within the aforementioned period First Auto will not be obliged to make the necessary payment.

4.4 The following additional obligations apply to a Merchant when Goods are Purchased, namely the Merchant shall:

4.4.1 ensure that only the tank filled to the Vehicle/Unit is filled and no other Vehicles/Units are filled;

4.4.2 ensure that no canisters or drums are filled;

4.4.3 supply Goods to the Vehicle/Unit described on the Card and ensure that no other purchases are billed under fuel or oil categories; and

4.4.4 not supply fuel in excess of the Vehicle/Unit’s tank capacity reflected on the Card.

4.5 The following additional obligations apply to a Merchant when Goods are Purchased using VIT to facilitate the Purchase, namely the Merchant shall:

4.5.1 ensure that only a Vehicle/Unit displaying an e-fuel sticker is refuelled using VIT;

4.5.2 ensure that the pump-dispensing nozzle is placed close enough to the Tag in order for the electronic verification to take place before dispensing fuel into the Vehicle/Unit’s fuel tank;

4.5.3 ensure that the Vehicle’s fuel tank is only filled after verification has taken place;

4.5.4 ensure that cash is not exchanged for any non-fuel transaction;

4.5.5 ensure that only top-up oil may be purchased using VIT and that no lubrication oils or brake fluid may be purchased through VIT;

4.5.6 not use manual systems if the electronic systems are not available, unless prior authorisation is received by First Auto.

4.5.7 In terms of Chip embedded EDC Transactions the Merchant shall ensure that the procedures, as per Annexure A are adhered to as non-compliance to these procedures can result in non-payment of the relevant transaction as per clause 7.

4.6 The following additional obligations apply to a Merchant when Services are rendered, namely the Merchant shall:

4.6.1 ensure that repairs do not commence on a Vehicle/Unit prior to the Merchant obtaining an authorisation number from First Auto, confirmed by fax;

4.6.2 apply for such authorisation number by phone on 0861 10 20 90 including the Vehicle/Unit’s engine and chassis number in the application for authorisation to First Auto;

4.6.3 record the name of the driver and the name of the person booking the Vehicle/Unit in for repairs;

4.6.4 ensure that the value of the Invoice or EDC Sales Voucher and the repairs effected correspond with those authorised;

4.6.5 ensure that the repairs are duly completed before issuing an Invoice or EDC Sales Voucher;

4.6.6 ensure that the engine and chassis number appear on the Invoice or EDC Sales Voucher;

4.6.7 ensure that Invoices are submitted to First Auto within 3 (three) months of rendering the Services as contemplated in clause 4.3.23;

4.6.8 ensure that the Customers signs and prints his name and identity number on the invoice and/or EDC Sales Voucher;

4.6.9 ensure that Goods are actually fitted to the Vehicle/Unit in question rather than supplied over-the-counter;

4.6.10 not levy storage fees or any similar charges for Vehicles before, during or after repairs have
been undertaken or where such a repair to a vehicle was not authorised;

4.6.11 ensure that all repairs rendered to Vehicles will have, in the case of parts, a warranty equal to the period of the warranty afforded by the manufacturer of such parts;

4.6.12 in the case of defective workmanship, make good any such defective workmanship which manifests itself within 3 (three) months of the relevant Services, free of charge, provided that where a Merchant disputes a warranty claim on the basis of driver abuse, both parties shall accept as final the decision of a mutually acceptable independent third party;

4.6.13 reflect the percentage of discount given on the invoice;

4.6.14 be responsible for towing costs where a Vehicle has broken down due to any repair, which is still under warranty and has caused the breakdown of such Vehicle;

4.6.15 supply First Auto with a time period for completion of work authorised on Vehicles and if the Merchant is unable to complete such work within the given period, the Merchant must notify First Auto of the delay, failing which, First Auto shall have the right to remove the Vehicle;

4.6.16 have adequate job schedules and costing systems and make these available to First Auto on request in order to enable First Auto to audit same;

4.6.17 be responsible for advising the nominated First Auto representative of when Vehicles arrive on their premises for repairs as well as on completion of such repairs as well as when Vehicles are not collected within one day of notification;

4.6.18 not refuse or prevent a vehicle from being removed from its premises on instructions from First Auto;

4.6.19 only release Vehicles to duly authorised Customer representatives in possession of an official Vehicle release form (which must be kept by the Merchant for a period of 3 (three) years after the date of release for audit purposes);

4.6.20 ensure that the Customer representative signs and prints his full name and identity number on the invoice before taking delivery of the Vehicle; provided that the Merchant acknowledges that First Auto will not:

4.6.21 pay any labour rates in excess of R........ per hour; or

4.6.22 pay more than a 20% margin on parts over what the Merchant acquired such parts for, and the Merchant may be required by First Auto on written notice to substantiate the cost of any relevant parts.

4.7 In addition, the Merchant shall:

4.7.1 retain all documentation related to transactions, including fuel and oil, repairs and tyres, for a minimum period of 5 (five) years from the date of the transaction.

4.8 First Auto will effect payment for repairs to Vehicles upon receipt of an original invoice subject to the following conditions:

4.8.1 work shall have been authorised (in terms of clause 4.8.1 and 4.6.2) before work has started;

4.8.2 the value of the invoice and description of repair effected shall correspond with the authorisation acquired;

4.8.3 the Vehicle description must correspond with details of the Vehicle authorised for repairs;

4.8.4 the work shall have been duly completed;

4.8.5 First Auto or the Customer is satisfied with the work First Auto or the Customer can, but is not obliged to inspect vehicles before, during and after work is undertaken.

4.8.6 in the event of any irregularities arising from the above conditions, First Auto shall have the right to cancel the facilities in terms of this addendum, with immediate effect;

4.8.7 all invoices must be submitted for payment within three months from authorisation date, failing which First Auto shall not be obliged to pay the Merchant; and

4.8.8 the Vehicle’s engine and chassis number must be recorded on the invoice.

5 Warranties

5.1 The receipt by First Auto of an Invoice or the generation of an EDC Sales Voucher shall constitute a warranty by the Merchant in favour of First Auto that:

5.1.1 the rights under the Purchase have arisen from a bona fide purchase, which has been concluded in accordance with the information appearing on the EDC Sales Voucher or Invoice and is not unlawful;

5.1.2 all statements, amounts and other information contained in the EDC Sales Voucher or Invoice are true and correct in all respects and reflects the full agreement between the Merchant and the Customer and that there are no ancillary, collateral, verbal or other contracts in existence affecting the Purchase or the subject matter thereof in any way whatsoever and there has been due and proper performance;
the documentation in respect of the Purchase has not been altered or added to in any way since it was executed;

5.1.4 the Purchase has not been entered into at a price not in excess of the Merchant’s normal cash price for the supply of Goods and/or the rendering of Services and the price does not contain any element of credit or other finance charges;

5.1.5 the Merchant has not split any Purchase to avoid the need for authorisation referred to in clause 4.3.12;

5.1.6 there has been due compliance with all the terms of this Agreement including but not limited to those in clause 4;

5.1.7 the Merchant has no defence, counterclaims, rights to set-off or disputes entitling it to refuse or withhold payment of the full amount, or any portion thereof, appearing on the EDC Sales Voucher or Invoice;

5.1.8 the Purchase conforms in all respects with the limitations and requirements of any law or regulation applicable.

5.2 The Merchant indemnifies First Auto in respect of any liability, losses, costs, claims or damages (including special or consequential loss and legal or other professional fees without limit as to scale) incurred or suffered by First Auto contemplated in this Agreement (including, but not limited to, claims brought by third parties who may suffer damage to property, be injured or die in an accident involving a Vehicle or who may be arrested or otherwise detained if a Card is “hot listed” or otherwise notified as stolen or similar) and howsoever caused and whether arising in contract or delict or in any other manner.

Settlement

6.1 First Auto will pay to the Merchant the value of the Goods supplied and/or Services rendered in accordance with the terms of this Agreement. The payment is made forthwith in the case of an EDC Transaction whereas in respect of a POI Transaction, payment is made within 7 (seven) days after the invoice has been faxed to and received by First Auto on 0861 100 13 10 (or such other fax number or method of communicating as may be notified to the Merchant by First Auto from time to time in writing). Invoices may not be posted to First Auto

6.2 The Merchant shall pay First Auto the Commission, Transaction and Administration Fees together with VAT on all such commissions and fees.

6.3 In respect of POI Transactions, the Commission (and VAT thereon) and Transaction Fees (and VAT thereon) shall be deducted from the value as reflected in the Invoice and the balance paid into the Merchant’s Bank Account.

6.4 In respect of POI Transactions, First Auto shall provide the Merchant with a Merchant Commission Statement and shall deduct the amount owing to First Auto from the Merchant’s Bank Account on the 15th day of the month following the issue of the Merchant Commission Statement. By way of example if the Invoice is dated 31 January 2006, the amount owing to First Auto shall be debited to the Merchant’s Bank Account on or about 15 February 2006.

6.5 Should the Merchant dispute any amounts reflected in the Merchant Commission Statement, then the Merchant shall within 90 (ninety) days of the date of issue of such report furnish First Auto with written objections detailing the nature and reasons for those objections, the item(s) to which the same relate and copies of all documents supporting such objections. If no timely objection is made, the Merchant hereby waives his rights to thereafter object to any item which appears on or is omitted from such Merchant Commission Statement.

6.6 First Auto reserves the right not to effect payment if an invoice is submitted after 3 (three) months of when the goods or services was rendered.

No Settlement and charge-backs

7.1 If a Card Transaction does not conform strictly with the terms of this Agreement (all of which are material terms) or if First Auto reasonably suspects the involvement of any fraud, then First Auto shall have no obligation to make any payment as contemplated in clause 6.1 and may reverse any payments already made by debiting the Merchant’s Bank Account. In such event the Merchant shall have no claim of whatsoever nature against First Auto and must seek payment directly from the Customer in question.

7.2 Without in any way limiting the generality of the above, a Card Transaction will not conform with the terms of this Agreement if the Merchant is in breach of any of its obligations in terms of clauses 4 and/or any of the warranties in clause 4.8 are not true.

7.3 Notwithstanding anything to the contrary in this Agreement, First Auto may, in its discretion, elect to treat a Card Transaction which does not conform strictly with the terms of this Agreement as being valid (and accordingly First Auto may elect to make the payment as contemplated in clause 6.1), without in any way binding First Auto
to treat any other Card Transaction on a similar basis.

7.4 If the Merchant’s Bank Account is credited with an incorrect amount then, notwithstanding that such error is due to the negligence or otherwise of the Merchant or First Auto, First Auto shall be entitled to remedy such error by debiting or crediting such amount to the Merchant’s Bank Account, as the case may be.

8 Merchant Commission Statement

8.1 First Auto will produce Merchant Commission Statements which will show the amount due to First Auto by the Merchant.

8.2 The Merchant Commission Statement will constitute a demand for payment and settlement will be made by a direct debit generated to the Merchant’s Bank Account. There must be sufficient funds in such bank account to accept the debit.

8.3 If the Merchant changes any details in of the Merchant’s Bank Account, it shall notify First Auto in writing forthwith of such change.

9 Refunds

9.1 Where a Customer is to be refunded, the Merchant must complete an EDC refund transaction immediately after processing the incorrect entry.

9.2 The Merchant may not make any cash refund to a Customer.

9.3 The Merchant will provide a copy of such EDC receipt to the Customer and will retain a copy for a minimum of 6 (six) months.

10 Breach

10.1 Should the Merchant breach any material provision of this Agreement and fail to rectify it within 7 (seven) days of receipt of written notice from First Auto requiring it to remedy the breach, then First Auto shall be entitled, without prejudice to any other rights it may have in law, to cancel this Agreement or claim specific performance of the Merchant’s obligations whether such obligations would otherwise have fallen due for performance or not.

10.2 Notwithstanding the provisions of clause 10.1 should the Merchant be found or reasonably be suspected to have defrauded or acted negligently to the prejudice of a Customer or First Auto, First Auto may terminate the facilities of the Merchant on summary written notice to the Merchant.

11 Claims and Complaints

11.1 If a Customer lodges a complaint about any Purchase which is considered to be reasonable or returns Goods purchased on reasonable grounds, the Merchant will not refuse to exchange them or give credit for them because such Goods were purchased by means of a Card. The Merchant acknowledges that it is aware that each Customer will have an absolute liability to pay First Auto the amount set out on EDC Sales Vouchers and Invoices. It acknowledges further that it is not intended that First Auto shall become involved in disputes between the Merchant and the Customer. The Merchant accordingly agrees that notwithstanding that the Customer may have paid or may be obliged to pay First Auto in respect of any EDC Sales Voucher or Invoice and further notwithstanding any payment of credit to the Merchant’s Bank Account by First Auto, as an irrevocable stipulation in favour of each and every Customer capable of acceptance by the Customer at any time, that such Customer shall have every right against the Merchant that the Customer would have had if the Merchant had entered into a sale of Goods or Services with that Customer without using a Card.

11.2 The Merchant shall, at its own cost and expense, satisfy all claims and complaints arising in connection with any Purchase and, without prejudice to any terms contained in this Agreement, the Merchant shall cause any such claim or complaint that is justified to be satisfied without undue delay after it is made.

11.3 If it is necessary for the Merchant to make a refund in terms of clause 11.2, First Auto shall be entitled, but not obliged, to make such refund on behalf of the Merchant and to debit the Merchant’s Bank Account accordingly. Alternatively, First Auto shall be entitled to instruct the Merchant to make the necessary refund upon which instruction the Merchant will either make a direct payment to or credit the Customer accordingly. If it is necessary for any Commission paid by the Merchant to First Auto to be adjusted, the Merchant will apply for this adjustment in the manner notified by First Auto from time to time.

12 Cession, Assignment and Set-off

12.1 The Merchant may not cede, delegate or assign any of its rights or obligations under or arising out of this Agreement.

12.2 First Auto shall be entitled to cede to any other cessionary or cessionaries, whether jointly or severally with First Auto or any other person, all or any rights acquired by First Auto against the Merchant in terms of or pursuant to this Agreement.

13 Authorised Debits

13.1 First Auto is hereby irrevocably authorised to debit the Merchant’s Bank Account with the following items which will become payable on demand:
13.1.1 the Commission, Transaction Fees and Administrations Fees (together with VAT) as contemplated in this Agreement;

13.1.2 any overpayments made to the Merchant by First Auto;

13.1.3 the full amount of all payments made to the Merchant in respect of Card Transactions which do not conform strictly with the terms of this Agreement, specifically, without limitation, where the Merchant has failed to comply with any obligation in terms of clause 4;

13.1.4 the value of EDC Sales Vouchers or Invoices not generated or faxed (respectively) in a timely manner;

13.1.5 any other sums due to First Auto by the Merchant in terms of this Agreement;

13.1.6 any losses or similar suffered by First Auto as contemplated in clause 5.2;

13.1.7 the value of disputed Purchases as raised by Customers with First Auto;

13.1.8 at the discretion of First Auto, interest on sums due to First Auto from the Merchant at a rate not exceeding the Prime Rate plus 3% (three percent), calculated from the due date until the date of payment on any sum due by the Merchant.

14 Certificate of Indebtedness

14.1 A certificate by any director, manager or accountant (whose position, authority and office it shall be necessary to prove) for the time being of First Auto as to the indebtedness of the Merchant in terms of this Agreement, including interest and the rate of interest, shall be prima facie proof of the Merchant's indebtedness to First Auto in terms of this Agreement for the purpose of enabling First Auto to obtain provisional sentence, default judgement or summary judgement against the Merchant for the amount shown in such certificate.

15 Domicilium citandi et executandi

15.1 The Parties hereby respectively choose as their domicilium citandi et executandi for all notices and processes to be given or served in accordance with this Agreement, the addresses referred to at the commencement of this Agreement.

15.2 Each of the Parties shall be entitled to change its domicilium from time to time, provided that any new domicilium shall be a physical address and any such change shall only be effective upon receipt of notice in writing, by the other Party.

15.3 All notices or communications of whatever nature intended for either Party shall be made or given at such Party’s domicilium for the time being. Any notice or communications sent by prepaid registered post to the Customer by First Auto, shall be deemed to have been received by the Customer within 7 (seven) days from the date of posting.

16 General

16.1 This Agreement (together with the Schedule) constitutes the entire contract between First Auto and the Merchant and there are no ancillary or collateral agreements between them.

16.2 No undertaking, representation of any nature whatsoever, other than as set out in this Agreement, has been given by either First Auto or the Merchant.

16.3 No alteration, variation or suspension of any of the terms of this Agreement including the alteration, variation or suspension of this clause 16.3, or any consents or cancellation hereof shall be of any force or effect unless reduced to writing and signed by First Auto and the Merchant or their duly authorised representatives.

16.4 No latitude, extension or other indulgence which may be given or allowed by any Party (the “Grantor”) to any other Party in respect of any obligations in terms of this Agreement shall under any circumstances operate as a waiver or novation of, or otherwise affect, any of the Grantors’ rights in terms hereof or arising herefrom, or preclude the Grantor from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term thereof.

16.5 If any provision of this Agreement is or becomes invalid or unenforceable, such provision shall be divisible and be regarded as pro non scripto, the remainder of this Agreement to be regarded as valid and binding.

16.6 The Merchant represents and warrants that it has the required power and necessary authority to enter into this Agreement (together with any applicable Schedule) and to consummate the transaction contemplated herein and to this extent attaches, as Annexure "A", a copy of a resolution authorising it to enter into this Agreement and authorising one of its officers to sign this Agreement (including any applicable Schedule) on its behalf.

16.7 The Merchant shall treat a Customer’s account number and Card details as confidential and will cause or permit disclosure to any other person except as required by law.

17 Governing Law and Jurisdiction

17.1 This Agreement shall in all respects be governed by and construed in accordance with the laws of the Republic of South Africa.
17.2 The Merchant irrevocably consents and submits to the jurisdiction of the Magistrate's Court having jurisdiction over its person in respect of all legal actions and proceedings arising out of this Agreement, notwithstanding that the amount claimed exceeds such jurisdiction.

17.3 Notwithstanding the provisions of clause 17.2, First Auto shall be entitled to elect to institute legal action or proceedings against the Merchant arising out of this Agreement in the High Court of South Africa (Witwatersrand Local Division) (or any successor to that Court) and the Merchant irrevocably submits to the jurisdiction of such Court. The Merchant further irrevocably consents to the service of process in any such action or proceeding as contemplated in the domicilium clause. However, nothing in this clause shall affect the right to serve process in any other manner permitted by law.

17.4 Notwithstanding the provisions of clauses 17.2 and 17.3, First Auto shall be entitled to elect to submit to and have decided by arbitration any dispute which arises between the Parties in terms of this Agreement and which is of a technical nature pertaining to the repairs and maintenance of a Vehicle. Whether or not a dispute is of a technical nature shall be determined by First Auto in its discretion. Without limiting the generality of the above, an example of a technical dispute is one where the Parties are disputing whether or not a repair should have been undertaken in respect of a Vehicle.

17.5 The arbitration shall be held
17.5.1 with only the Parties and their legal representatives present;
17.5.2 at Johannesburg, South Africa.

17.6 It is the intention that the arbitration shall, where possible, be held and concluded in 21 (twenty-one) working days after it has been demanded. The Parties shall use their best endeavours to ensure that the arbitration is completed quickly.

17.7 Save as expressly provided in this Agreement to the contrary, the arbitration shall be subject to arbitration legislation for the time being enforced in South Africa.

17.8 The Arbitrator shall be agreed between the Parties.

17.9 If the Parties fail to agree on an Arbitrator within 10 (ten) days after the arbitration has been demanded by First Auto, the Arbitrator shall be appointed, at the request of First Auto by the President or similar of the Automobile Association of South Africa or its successor body.

17.10 The Arbitrator shall have the fullest and fairest discretion with regards to the proceedings save that he shall be obliged to give his award in writing, fully supported by reasons. His award shall be final and binding on the Parties to the dispute.

17.11 Furthermore, the Arbitrator:
17.11.1 may by notice to the Parties within 3 (three) days after his appointment, dispense wholly or in part with formal submissions or pleadings provided that the Parties are given the opportunity to make submissions;
17.11.2 shall determine the applicable procedure and shall not be bound by strict rules of evidence;
17.11.3 shall allow any Party to the arbitration to call any witness he determines and shall permit cross-examination of the witness;
17.11.4 shall be entitled to take equity into account and shall not be bound to decide the dispute according to the legal rights of the Parties;
17.11.5 may, in addition to any other award he may be able to make:
17.11.5.1 cancel this Agreement or determine that a Party has lawfully cancelled or is entitled lawfully to cancel this Agreement or require specific performance, with an award of damages but may not award cancellation of this Agreement or determine that the Agreement was lawfully cancelled or that a Party is lawfully entitled to cancel the Agreement unless the breach complained of is found by him to be a material one going to the root of the contract which cannot be compensated for by an award of damages or recoupment under any indemnity given in terms of this Agreement;
17.11.5.2 “make the contract” between the Parties by completing any gaps in the contract or by determining any matter which has been or is left to be agreed upon by the Parties and on which they have not reached agreement;
17.11.5.3 take into account the practicality or otherwise of ordering the continuance of any legal relationship between Parties;
17.11.5.4 award interest with effect from any date and on any basis he considers appropriate in the circumstances;
17.11.5.5 shall make such order as to costs as he deems just.

17.12 The provisions of this clause are severable from the rest of this Agreement and shall remain in effect even if this Agreement is terminated for any reason.

17.13 The Arbitrator shall have the power to give Default Judgment if any Party fails to make submissions on due date and/or fails to appear at the arbitration.
17.14 The Parties shall keep the evidence in the arbitration proceedings and any order made by an Arbitrator confidential.

18 Appointment of marketing and sales agent

18.1 The Merchant hereby agrees that First Auto shall be entitled to from time to time appoint such marketing and sales agent(s) as it deems suitable to promote and market the business of First Auto.

18.2 The Merchant hereby consents to First Auto providing information about the Merchant to its duly appointed marketing and sales agent.

18.3 It is recorded that as at the Signature Date, First Auto has appointed WesBank Auto, a division of FirstRand Bank Limited, as its marketing and sales agent.

19 Force Majeure

If vis major or force majeure or casus fortuitus ("the interrupting circumstances") cause delays in or failure or partial failure of performance by a Party of all or any of its obligations in terms of this Agreement, this Agreement (or the affected portion of it, as the case may be) shall be suspended for the period during which the interrupting circumstance prevails. The Party seeking to rely on the interrupting circumstances shall send a notice to the other Party as soon as reasonably possible after the commencement of the interrupting circumstances, specifying the nature and date of commencement thereof, and shall send a notice to the other Party within 5 (five) days of the cessation of the interrupting circumstances notifying the other Party that the interrupting circumstances have ceased. No Party shall be obliged to comply with the obligations suspended during the period in which the interrupting circumstances prevail. The Party whose performance is interrupted shall be entitled to extend the period of this Agreement by a period equal to the time that its performance is prevented. For the purposes of this clause, vis major, force majeure and casus fortuitus shall be limited to civil strife, riots, insurrection, sabotage, acts of war or public enemy, flood, storm, fire or any other forces of nature beyond the reasonable control of the party claiming force majeure, vis maior or casus fortuitus.
ADDENDUM TO THE MERCHANT AGREEMENT

The addendum must be read in conjunction with the Merchant Agreement in terms of Clause 19.2 of the Merchant Agreement and shall form an integral part of the same.

The Merchant Agreement will be cancelled immediately upon contravention of any of the following conditions:

1. By the non-provision of funds in the Merchant’s nominated bank for payment of commission to First Auto.
2. By not providing for funds in his nominated bank for amounts debited to his account which amounts are illegal or unlawful.
3. The submitting of invoices for work not completed.
4. Nondisclosure of information relating to the Merchant’s business relevant to conditions affecting normal operations between First Auto, our customer and the business of the merchant.
5. The merchant being placed under provisional liquidation.
6. Any judgements being taken against the Merchant, or affordability unclear.
7. Facilities do not qualify to standards set by First Auto.

DONE AND SIGNED AT ……………………………..ON……………………………..

WITNESSES

1. ……………………………………………

2. ……………………………………………

MERCHANT

WITNESSES

1. ……………………………………………

2. ……………………………………………

WESBANK FIRST AUTO

1. ……………………………………………

2. ……………………………………………
MERCHANTS DECLARATION FORM

1. I, ..........................................................................., am the owner.
   of ..................................................................................
   (My "Company")
   declare that:

2. That I have no relationship (Family) ties with any staff member of WesBank;

3. That I have never been employed by any division of WesBank;

4. I undertake to comply with Merchant Agreement and the rules set out in said agreement;

Yours faithfully

<table>
<thead>
<tr>
<th>Signature:</th>
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<tbody>
<tr>
<td>Name:</td>
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<tr>
<td>Company:</td>
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ANNEXURE 8:

QUOTATIONS
To: Brothers of the Rise Carwash and Valet Centre

Date: 29 Apr 2011

Tel/Fax no: 083 528 1090

1 X Chromadeck Sign - double-sided with steel frame and poles: R 3 950,00

2 X Pull-up Banners: R 1 700,00

500 Bus Cards - colour both sides: R 350,00

500 A5 Flyers colour both sides: R 850,00

On behalf of K-Print

Prices Incl Vat
Excl Artwork
50% Deposit
Quote valid for 30 Days
Brothers on the Rise Carwash & Valet Centre

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BUILDERS WAREHOUSE BLOEMFONTEIN

CNR CURIR & PASTEUR AVE
GEN. DI WET
BLOEMFONTEIN

V.A.T REG. NO : 4720218876

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QUOTE - QUOTE - QUOTE - QUOTE - QUOTE
---

CASH CUSTOMER
---

BAR-CODE  DEL <--- DESCRIPTION -->  QTY  PRICE  DSC%  VALUE  TX
---  ------  --------  ----  ------  ----  ------  ------
6002596831024  1  COLOURED CONCRETE BASE 25KG ASST  2.000  369.00  ---  738.00  01
SALESMAN: 0888 GLOBAL REP (NO REP)
6002596432245  1  WOODEN UMBRELLA 3M RND HUNTERS GRN  2.000  399.00  ---  798.00  01
SALESMAN: 0888 GLOBAL REP (NO REP)
---

13:58:50
MARAFEDI MOREMI *CASHIER*

4ITEM

SUB-TOTAL  1536.00
DISCOUNT  ---
incl V.A.T  188.63
TOTAL >>>>  1536.00

This Quote is valid for 14 days from the date of issue. The acceptance of this document confirms the prices and quantities contained therein.

---
# CAR & TRUCK CARE

<table>
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<tr>
<th>Code</th>
<th>Description</th>
<th>EXCL</th>
<th>SLT/KG</th>
<th>2SLT/KG</th>
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<td>A001</td>
<td>Auto Air fresheners (Cherry, Lavender, Fruity, Lemon, New Car)</td>
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<td>R 263.66</td>
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<td>A016</td>
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<td>Premium Hi PH Degreaser</td>
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# QUOTATION

**Name**  
Mr S Ntuli

**Address**  
City: Bloemfontein  
Phone: 083 5281 090

**Date**  
5-Apr-2011

**Order No**  
VAT No

<table>
<thead>
<tr>
<th>Qty</th>
<th>Ref No</th>
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<th>Unit Price</th>
<th>TOTAL (Excl)</th>
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<td>Erection of removable steel construction double washbay &amp; 2x cleaning car ports with 10001 water point Plumbing, drain, Electricity &amp; connection</td>
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<td>R 117,500.00</td>
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<tr>
<td>1</td>
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<td>Novastar H/P Cleaner 380 V, 150 bar 840 l/h, 4 KW motor, Wall Mounted Steel Frames</td>
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<td>R 48,000.00</td>
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<td>R 4,999.00</td>
<td>R 9,998.00</td>
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Quote valid 60 days

Sub Total: R 208,963.74  
VAT: R 9,998.00  
Total VAT incl.: R 228,261.74

I, the undersigned, accept the goods detailed above in good order and condition.

**Name**  
____________________

**Signature**  
____________________

**Date**  
____________________

Wap Sales & Service Centre BFN
AFM YEAR END SPECIALS

Prices valid until end February 2011. For more information call us on 031 206 0919  www.afm.co.za

SALES, HIRE & SERVICE
Leading suppliers of Industrial Cleaning Equipment since 1972
ANNEXURE 9:

FINANCIAL PROJECTIONS
### Summary Sheet Year 1

<table>
<thead>
<tr>
<th>Month</th>
<th>Sales</th>
<th>Cost of Sales</th>
<th>Gross Profit</th>
<th>Overheads</th>
<th>Gross Profit Less Overheads</th>
<th>Net Profit/Loss</th>
<th>Cumulative</th>
<th>Cumulative after Tax</th>
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<tr>
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### Summary Sheet Year 2

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<th>Overheads</th>
<th>Gross Profit Less Overheads</th>
<th>Net Profit/Loss</th>
<th>Cumulative</th>
<th>Cumulative after Tax</th>
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<tbody>
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<td>32,174</td>
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<td>1,792</td>
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<tr>
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<tr>
<td>May</td>
<td>33,860</td>
<td>32,174</td>
<td>1,686</td>
<td>4,840</td>
<td>3,154</td>
<td>830</td>
<td>1,792</td>
<td>1,792</td>
</tr>
<tr>
<td>Jun</td>
<td>33,458</td>
<td>32,174</td>
<td>1,284</td>
<td>4,840</td>
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<tr>
<td>Jul</td>
<td>33,860</td>
<td>32,174</td>
<td>1,686</td>
<td>4,840</td>
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<td>1,792</td>
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<tr>
<td>Aug</td>
<td>33,458</td>
<td>32,174</td>
<td>1,284</td>
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<tr>
<td>Sep</td>
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<td>1,686</td>
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<td>3,154</td>
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<tr>
<td>Oct</td>
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<td>32,174</td>
<td>1,284</td>
<td>4,840</td>
<td>3,560</td>
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<tr>
<td>Nov</td>
<td>33,860</td>
<td>32,174</td>
<td>1,686</td>
<td>4,840</td>
<td>3,154</td>
<td>830</td>
<td>1,792</td>
<td>1,792</td>
</tr>
<tr>
<td>Dec</td>
<td>33,458</td>
<td>32,174</td>
<td>1,284</td>
<td>4,840</td>
<td>3,560</td>
<td>350</td>
<td>1,140</td>
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### Projected Balance Sheet

<table>
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<th></th>
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<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
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<td>422,312</td>
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<td>108,984</td>
<td>183,785</td>
<td>279,436</td>
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<td>320,985</td>
<td>367,836</td>
<td>422,312</td>
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<td>65,630</td>
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<td>-</td>
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<tr>
<td><strong>Total Liabilities</strong></td>
<td>286,344</td>
<td>292,784</td>
<td>320,985</td>
<td>367,836</td>
<td>422,312</td>
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### Projected Income Statement

<table>
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<tr>
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<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
</tr>
</thead>
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<td>Operating Cost</td>
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## Sales Summary

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<th>Month 3</th>
<th>Month 4</th>
<th>Month 5</th>
<th>Month 6</th>
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<th>Month 8</th>
<th>Month 9</th>
<th>Month 10</th>
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<td>29,788</td>
<td>27,721</td>
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### Sales Summary

| Sales                           | Month1 | Month2 | Month3 | Month4 | Month5 | Month6 | Month7 | Month8 | Month9 | Month10 | Month11 | Month12 | Month13 | Month14 | Month15 | Month16 |
|--------------------------------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|---------|---------|
| Total                          | 37,628 | 49,138 | 42,645 | 45,133 | 49,146 | 57,628 | 37,618 | 43,609 | 43,899 | 40,125  | 37,628  | 40,125  | 37,628  | 40,125  | 37,628  | 40,125  |
| Cost of Sales                  | 3,400  | 4,200  | 3,900  | 4,100  | 4,300  | 4,400  | 3,500  | 4,600  | 4,800  | 4,900   | 4,900   | 4,900   | 4,900   | 4,900   | 4,900   | 4,900   |

### Sales

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<th>Month4</th>
<th>Month5</th>
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<th>Month9</th>
<th>Month10</th>
<th>Month11</th>
<th>Month12</th>
<th>Month13</th>
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## Sales Summary

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<th>Month 54</th>
<th>Month 55</th>
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*Brothers on the Rise Carwash & Valet Centre*
### Business Division By Profit Margins

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<th>Month</th>
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<th>Month4</th>
<th>Month5</th>
<th>Month6</th>
<th>Month7</th>
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<th>Month9</th>
<th>Month10</th>
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<td>Invoiced</td>
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**Total Sales:** $24,600

**Total Expenses:** $24,600

**Total Profit:** $0
### Business Division By Profit Margins

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<th>Month27</th>
<th>Month26</th>
<th>Month25</th>
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### Gross Profit

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### Total Sales

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<th>Month26</th>
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<tr>
<td>Service</td>
<td>0.10</td>
<td>0.10</td>
<td>0.10</td>
<td>0.10</td>
</tr>
<tr>
<td>Uniforms</td>
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### Total Profit

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<th>Month26</th>
<th>Month25</th>
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### Business Division By Profit Margins

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<th>Nov</th>
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### Gross Profit

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<th>Apr</th>
<th>May</th>
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</table>
The table below presents the Finance Costs for different months and years. The data includes various financial metrics such as interest paid, interest charged, and total finance costs. The table is divided into multiple sections, each representing different categories of expenses.

### Finance Costs

<table>
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<tr>
<th>Total</th>
<th>Month1</th>
<th>Month2</th>
<th>Month3</th>
<th>Month4</th>
<th>Month5</th>
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<th>Month8</th>
<th>Month9</th>
<th>Month10</th>
<th>Month11</th>
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<td>1,870</td>
<td>1,820</td>
<td>1,733</td>
<td>1,636</td>
<td>1,511</td>
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<td>4,673</td>
<td>4,813</td>
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<td>24,200</td>
<td>5,920</td>
<td>8,142</td>
<td>7,571</td>
<td>8,322</td>
<td>7,978</td>
<td>7,070</td>
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<td>20,500</td>
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<td>7,571</td>
<td>8,322</td>
<td>7,978</td>
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</table>

**Revenue:** Total income from operations.

**Expenses:** Total expenses incurred.

**Profit/Loss:** Total income minus total expenses.

**Expense Amount (Less):** Total expenses for the corresponding period.
<table>
<thead>
<tr>
<th>Function</th>
<th>Salary per Person</th>
<th>Total</th>
<th>Month1</th>
<th>Month2</th>
<th>Month3</th>
<th>Month4</th>
<th>Month5</th>
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<th>Month7</th>
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<th>Month9</th>
<th>Month10</th>
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</table>

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**Summary:**
- Total salaries for all functions amount to **$55,900.**
- Monthly salaries range from **$6,700** to **$8,800** per person.
- The vast majority of salaries remain constant throughout the year, with some minor fluctuations.
- The shift patrol Custodian role adds a consistent $1,000 to the total monthly salary.
### Salaries

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<th>Month4</th>
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<th>Month6</th>
<th>Month7</th>
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<th>Month9</th>
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</tr>
</tbody>
</table>

### Functions

<p>| Function | Total | Month1 | Month2 | Month3 | Month4 | Month5 | Month6 | Month7 | Month8 | Month9 | Month10 | Month11 | Month12 | Month13 | Month14 | Month15 | Month16 | Month17 | Month18 | Month19 | Month20 | Month21 | Month22 | Month23 | Month24 |
|----------|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Total    | 200,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 | 10,000 |</p>
<table>
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<th>Overtime</th>
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<th>Overtime</th>
<th>Total Payroll</th>
<th>Base Pay</th>
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</table>
### Cash Flow Sheet Year 1

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash In</td>
<td>484,934</td>
<td>484,934</td>
<td>484,934</td>
<td>484,934</td>
<td>484,934</td>
<td>484,934</td>
<td>484,934</td>
<td>484,934</td>
<td>484,934</td>
<td>484,934</td>
<td>484,934</td>
<td>484,934</td>
<td>5,819,608</td>
</tr>
<tr>
<td>Cash Out</td>
<td>2,012</td>
<td>1,804</td>
<td>2,142</td>
<td>2,164</td>
<td>2,150</td>
<td>2,184</td>
<td>2,150</td>
<td>2,164</td>
<td>2,142</td>
<td>2,012</td>
<td>2,164</td>
<td>2,012</td>
<td>23,352</td>
</tr>
<tr>
<td>Cash Balance (Cash In)</td>
<td>482,922</td>
<td>483,130</td>
<td>482,788</td>
<td>482,780</td>
<td>482,784</td>
<td>482,750</td>
<td>482,780</td>
<td>482,784</td>
<td>482,780</td>
<td>482,784</td>
<td>482,780</td>
<td>482,784</td>
<td>5,586,256</td>
</tr>
<tr>
<td>Cash Balance (Cash Out)</td>
<td>480,910</td>
<td>481,326</td>
<td>480,646</td>
<td>478,626</td>
<td>476,634</td>
<td>475,566</td>
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<td>478,626</td>
<td>480,646</td>
<td>481,326</td>
<td>480,646</td>
<td>481,326</td>
<td>5,352,904</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>583,832</td>
<td>584,456</td>
<td>583,434</td>
<td>582,406</td>
<td>580,418</td>
<td>579,386</td>
<td>579,418</td>
<td>582,406</td>
<td>583,434</td>
<td>584,456</td>
<td>583,434</td>
<td>584,456</td>
<td>6,939,160</td>
</tr>
</tbody>
</table>

**Total Cash In:**  5,819,608
**Total Cash Out:**  5,352,904
**Net Cash Flow:**  466,704

**Net Cash Flow:**  466,704

**Annual Percentage Change:**  7.6%
## Cash Flow Sheet Year 2

<table>
<thead>
<tr>
<th></th>
<th>Jan-13</th>
<th>Feb-13</th>
<th>Mar-13</th>
<th>Apr-13</th>
<th>May-13</th>
<th>Jun-13</th>
<th>Jul-13</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cash Receipts</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Expenses</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Payroll</td>
<td>1,111</td>
<td>1,400</td>
<td>2,000</td>
<td>2,603</td>
<td>2,624</td>
<td>2,723</td>
<td>2,500</td>
<td>14,359</td>
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<td>500</td>
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<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>500</td>
<td>3,500</td>
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<tr>
<td>Rent &amp; Equipment</td>
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<td>200</td>
<td>150</td>
<td>200</td>
<td>200</td>
<td>200</td>
<td>200</td>
<td>1,200</td>
</tr>
<tr>
<td>Utilities &amp; Water</td>
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<td>300</td>
<td>300</td>
<td>300</td>
<td>300</td>
<td>300</td>
<td>1,800</td>
</tr>
<tr>
<td>Office &amp; General</td>
<td>250</td>
<td>250</td>
<td>250</td>
<td>250</td>
<td>250</td>
<td>250</td>
<td>250</td>
<td>1,500</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>4,211</td>
<td>5,250</td>
<td>4,903</td>
<td>6,073</td>
<td>6,474</td>
<td>6,473</td>
<td>6,250</td>
<td>43,750</td>
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<tr>
<td><strong>Net Income</strong></td>
<td>3,422</td>
<td>3,050</td>
<td>3,027</td>
<td>3,150</td>
<td>2,896</td>
<td>2,527</td>
<td>2,250</td>
<td>20,000</td>
</tr>
</tbody>
</table>

**Note:** The figures represent the cash flow for the specified year.
### Cash Flow Sheet Year 3

<table>
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<tr>
<th></th>
<th>Jan-14</th>
<th>Feb-14</th>
<th>Mar-14</th>
<th>Apr-14</th>
<th>May-14</th>
<th>Jun-14</th>
<th>Jul-14</th>
<th>Total</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Cash Flow</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales</td>
<td>10,500</td>
<td>10,500</td>
<td>10,500</td>
<td>10,500</td>
<td>10,500</td>
<td>10,500</td>
<td>10,500</td>
<td>63,000</td>
<td></td>
</tr>
<tr>
<td>Cost of Goods Sold</td>
<td>2,500</td>
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<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>15,000</td>
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</tr>
<tr>
<td>Operating Expenses</td>
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<td>7,000</td>
<td>7,000</td>
<td>7,000</td>
<td>42,000</td>
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</tr>
<tr>
<td><strong>Net Cash from Operations</strong></td>
<td>2,000</td>
<td>2,000</td>
<td>2,000</td>
<td>2,000</td>
<td>2,000</td>
<td>2,000</td>
<td>2,000</td>
<td>12,000</td>
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</tr>
</tbody>
</table>

**Note:** The table above represents the cash flows for the year ending July 14. The net cash from operations for the year is $12,000.
### Cash Flow Sheet Year 4

<table>
<thead>
<tr>
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<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Cash Receipts (Cash In)</strong></td>
<td>24,808</td>
<td>26,715</td>
<td>27,047</td>
<td>26,146</td>
<td>25,198</td>
<td>24,047</td>
<td>22,996</td>
<td>27,254</td>
<td>24,925</td>
<td>26,146</td>
<td>25,198</td>
<td>24,047</td>
<td>22,996</td>
<td>27,254</td>
<td>24,925</td>
</tr>
<tr>
<td><strong>Cash Disbursements (Cash Out)</strong></td>
<td>94,018</td>
<td>97,008</td>
<td>97,008</td>
<td>94,918</td>
<td>93,846</td>
<td>92,947</td>
<td>91,896</td>
<td>95,254</td>
<td>94,925</td>
<td>93,846</td>
<td>92,947</td>
<td>91,896</td>
<td>95,254</td>
<td>94,925</td>
<td>93,846</td>
</tr>
<tr>
<td><strong>Total Cash</strong></td>
<td>24,808</td>
<td>26,715</td>
<td>27,047</td>
<td>26,146</td>
<td>25,198</td>
<td>24,047</td>
<td>22,996</td>
<td>27,254</td>
<td>24,925</td>
<td>26,146</td>
<td>25,198</td>
<td>24,047</td>
<td>22,996</td>
<td>27,254</td>
<td>24,925</td>
</tr>
</tbody>
</table>

#### Cash Flow Analysis

- **Cash Inflow**: $24,808, $26,715, $27,047, $26,146, $25,198, $24,047, $22,996, $27,254, $24,925, $26,146, $25,198, $24,047, $22,996, $27,254, $24,925.
- **Cash Outflow**: $94,018, $97,008, $97,008, $94,918, $93,846, $92,947, $91,896, $95,254, $94,925, $93,846, $92,947, $91,896, $95,254, $94,925, $93,846.

#### Cash Flow Summary

- **Beginning Balance**: $13,731, $15,278, $16,398, $17,490, $18,561, $19,609, $20,627, $21,625, $22,625, $23,625, $24,625, $25,625, $26,625, $27,625, $28,625.

#### Notes

- All values are in thousands of dollars.
- The cash flows were calculated based on the differences between cash inflows and outflows for each month.
- The beginning and ending balances represent the opening and closing balances of the cash account for the year.
| Month    | Apr '11 | May '11 | Jun '11 | Jul '11 | Aug '11 | Sep '11 | Oct '11 | Nov '11 | Dec '11 | Jan '12 | Feb '12 | Mar '12 | Apr '12 | May '12 | Jun '12 | Jul '12 | Aug '12 | Sep '12 | Oct '12 | Nov '12 | Dec '12 | Total |
|----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Cash inflows (Cash In) |       |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Rent     |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Utilities|        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Rent     |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Utilities|        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Total Cash Inflows |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Cash Outflows (Cash Out) |       |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Rent     |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Utilities|        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Total Cash Outflows |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Net Cash Flow |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Total |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |

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**Cash Flow Sheet Year 5**

**Brothers on the Rise Carwash & Valet Centre**

| Month    | Apr '11 | May '11 | Jun '11 | Jul '11 | Aug '11 | Sep '11 | Oct '11 | Nov '11 | Dec '11 | Jan '12 | Feb '12 | Mar '12 | Apr '12 | May '12 | Jun '12 | Jul '12 | Aug '12 | Sep '12 | Oct '12 | Nov '12 | Dec '12 | Total |
|----------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|        |
| Cash inflows (Cash In) |       |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Rent     |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Utilities|        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Rent     |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Utilities|        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Total Cash Inflows |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Cash Outflows (Cash Out) |       |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Rent     |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Utilities|        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Total Cash Outflows |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Net Cash Flow |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |
| Total |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |        |

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**NYDA**

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